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With a Compleat TABLE to the Whole.

V O L. II.



D U B L I N :

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A Letter of Attorney to receive a Brother's Share of a Sister's Personal Estate, she dying intestate.

TO all to whom these Presents shall come, I T. C. (4.) of L. Gent. send Greeting: Whereas F. C. my Sister is lately dead intestate, by Means whereof, and by Virtue of the Statute made for the better distributing Intestate Estates, I am become legally intituled to a distributive Share of my said Sister's personal Estate. Now know ye, that I the said T. C. having and reposing great Trust and Confidence in G. C. of, &c. Esq; my Uncle, have made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents do make, ordain, constitute and appoint, and in my Place and Stead put the said G. C. my true and lawful Attorney, for me and in my Name to sue for, ask, demand, receive and recover all my distributable Share of the personal Estate of my said Sister, which I am by Law entitled unto, and all Sum and Sums of Money, Goods, Chattels and personal Estate whatsoever, which by my said Sister's dying intestate, or any other Account belongs, or of Right ought to belong to me, and Receipts and other legal Discharges for me, and in my Name to give to the Administrator of my said Sister, for what my said Attorney shall receive, and to make any Agreement or Composition for my said distributable Share of my said Sister's personal Estate, or for any other Matter or Thing due to me on that or any other Account, and whatsoever my said Attorney shall do, or cause to be done, in or about the Premises, I do hereby ratify and confirm the same, as fully to all Intents and Purposes, as if I had been actually present, and done the same in my own proper Person. *In Witness* whereof I the said T. C. have hereunto set my Hand and Seal, &c.

*A Letter of Attorney to surrender an Estate, being
Copyhold.*

(5.) **K** NOW all Men by these Presents, That I Sir *J. W. of L. Knt.* one of the customary Tenants of the Manor of *W.* in the County of *Essex*, and also surviving Trustee of the Premises herein after mentioned, for divers good Causes and Considerations me hereunto moving, have made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents do make, ordain, constitute and appoint, and in my Place and Stead put *J. P.* of the *Inner Temple, London*, Esq; my true and lawful Attorney, for me and in my Name, at or before the next general Court to be holden for the said Manor, or any other succeeding Court, to surrender into the Hands of the Lord of the Manor aforesaid, by the Rod, by the Hands and Acceptance of *T. P. Gent.* Steward of the Court of the said Manor, or of any other Person who shall be Steward of the Court of the said Manor for the Time being, all those two Acres and a Half of customary Land, with the Appurtenances, lying and being in *S. M.* in *le H. M.* in or near *S. L.* in the said County of *E.* within the Jurisdiction of the Manor aforesaid, and in the Tenure of the Lord Mayor, Commonalty and Citizens of the City of *London*, and in the Occupation of the Bridge-Masters, or their Assigns or Under-tenants, and all my Estate, Right and Interest, both in Law and Equity, of, in and to the said Premises, and every Part and Parcel thereof, to the Use and Behoof of me the said Sir *J. W.* and of *H. P.* Esq; and *R. L.* Esq; Aldermen of the City of *London* aforesaid, and of the Heirs of the Survivor and longer Liver of me the said Sir *J. W.* and of the said *H. P.* and *R. L.* for ever, in Trust for the Reparation of *London Bridge*; hereby ratifying and confirming all and whatsoever my said Attorney shall lawfully do or cause



to be done in and about the Premises. *In Witness* whereof, I the said Sir *J. W.* have hereunto set my Hand and Seal, this seventh Day of *July*, *Anno Domini* one Thousand, &c.

*A Letter of Attorney to ask and demand Acquittance
to Copyhold Estates.*

K NOW all Men by these Presents, That we Sir (6.) *J. W.* of *London*, *Knt. H. P.* and *R. L.* both of *London* aforesaid, Esquires, Trustees of the Premises herein after mentioned, have made, ordained, constituted and appointed, and in our Place and Stead put, and by these Presents do make, ordain, constitute and appoint, and in our Place and Stead put *J. R.* of the *Inner Temple, London*, Esq; our true and lawful Attorney, for us and in our Names at the next or any succeeding Court, to be held for the Manor of *W.* in the County of *E.* to ask and demand Admittance to all those two Acres and an Half of Land, with the Appurtenances, lying and being in *S. M.* in *le H. M.* in or near *S. L.* in the said County of *E.* within the Jurisdiction, and held of the Manor aforesaid by Copy of Court-Roll, and in the Tenure of the Lord Mayor and Commonalty, and Citizens of the City of *London*, and in the Occupation of the Bridge-Masters or their Assigns or Under-tenants, to the Use and Behoof of us the said Sir *J. W. H. P.* and *R. L.* and the Heirs of the longer Liver of us the said Sir *J. W. H. P.* and *R. L.* in Trust for the Reparation of *London* Bridge, to be holden of the Lord of the Manor aforesaid, according to the Custom of the said Manor, by the Rents and Services of Right due and accustomed; hereby ratifying and confirming whatsoever my said Attorney shall lawfully do, or cause to be done, in and about the Execution of the Premises,

A 2

misses, by Virtue of these Presents. *In Witness* whereof, we the said Sir *J. W. H. P.* and *R. L.* have hereunto set our Hands and Seal, this third Day of *June* in the Year of our Lord God, *&c.* and in the, *&c.* Year of the Reign of our Sovereign *George* the second by the Grace of God of *Great Britain, France* and *Ireland* King, Defender of the Faith, *&c.*

A Letter of Attorney from A. to B. to let or grant Leases of the Premises for twenty-one Years, or one, two or three Lives, or for ninety-nine Years, determinable on three Lives.

- (7.) **T**O all, *&c. F. B.* of, *&c. Esq;* Cosen and Heir, residuary Legatee of *B. B.* late of, *&c. Esq;* deceased, sendeth Greeting: Whereas the said *F. B.* is seized of and in several Messuages, Tenements, Gardens, Lands and Hereditaments, in and about *C.* in the County of *S.* which he is willing and desirous should from Time to Time be Let and Set for his best Advantage. Now know ye, that the said *F. B.* reposing great Trust and Confidence in *T. H.* of, *&c. Gent.* hath, and by these Presents doth hereby constitute and appoint the said *T. H.* his true and lawful Attorney and Agent, and doth hereby empower, give Warrant and Authority unto the said *T. H.* for him and in his Name, by any Writing or Writings under Hand and Seal, testified by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Messuages, Tenements, Houses, Gardens, Lands, Hereditaments and Premises, or any Part or Parcel thereof, unto any Person or Persons whatsoever, for the Term of twenty-one Years or under, or for one, two or three Life or Lives, or for ninety-nine Years, if three Lives, or any of them, shall so long live, in Possession,
and

and not in Reversion, so as upon all and every such Lease and Leases there be reserved, payable during the Continuance thereof, the yearly Rents that are now reserved and payable, or the best improved Rent that can be had or reserved for the same, with such Covenants, Grants, Agreements and Conditions, to be contained in the several Writings as are usual in Leases, in the Kingdom of *Scotland*, and the said *F. B.* for himself, his Heirs and Assigns, doth hereby ratify, confirm and allow all and every Act and Acts, Thing and Things, which the said *T. N.* shall do by Virtue of these Presents. *In Witness, &c.*

A Letter of Attorney, or Appointment by a young Lady to her Trustee, to sell so much Stock as will pay her Marriage Portion, which is 10000 l. and buy Wedding Clothes.

TO all to whom these Presents shall come, *B. B.* (8.) Executrix of the Last Will and Testament of *M. B.* her Mother, who was Executrix of *R. B.* Esq; Father of the said *B.* and Husband of the said *M.* sendeth Greeting: Whereas a Marriage is, by God's Permission, shortly to be had and solemnized, between *W. B.* of *Esq;* and the said *B. B.* in Consideration thereof, and of the Sum of 10000 *l.* the said *B.*'s present Portion, the said *W. B.* hath agreed, to make suitable Settlements. And whereas the said Sum of 10000 *l.* and other Sums, Part of the personal Estate of her Father and Mother, are vested in *South Sea Annuities* and other Stocks: Now know ye, that as well for raising the said Sum of 10000 *l.* as such Money as the said *B.* shall have Occasion for, to buy her Wedding Clothes and other Necessaries, she the said *B. B.* hath authorized and directed, and by these Presents doth authorize and direct

direct *J. E.* of, &c. Esq; to sell, dispose of and transfer so much of the Stocks as will amount to the Sum of 10000*l.* and on Execution of the said Marriage Settlement, (already prepared and ingrossed by the said *W. B.*) to pay to him the said *W. B.* the said Sum of 10000*l.* and also by such Sale and Transfer as aforesaid, to raise the Sum of, &c. and pay the same to the said *B.* for the Purposes aforesaid; hereby ratifying, allowing and confirming, whatsoever the said *J. E.* shall do, or cause to be done, in and about the Premises. *In Witness* whereof, the said *B. B.* hath hereunto set her Hand and Seal, this fifth Day of *August*, 1732.

Sealed, &c.

A Letter of Attorney to receive a distributable Share of a Father's personal Estate, and on Non-payment, to sue at Law, in Equity, or the Ecclesiastical Court.

- (9.) **T**O all to whom these Presents shall come, I *M. G.* of *London*, Spinster, send Greeting: Whereas I the said *M. G.* by the Decease of *J. G.* my Father, who died Intestate, am intitled to a distributive Share of certain Leasehold Estates in *W.* in the County of *L.* and other my said Father's personal Estate. Now know ye, That I the said *M. G.* having and reposing great Trust and Confidence in *E. T.* of *E.* in the County of *B.* Gent. have made, ordained, constituted and appointed, and by these Presents do fully, freely and absolutely make, ordain, constitute and appoint the said *E. T.* my true and lawful Attorney, irrevocable, for me and in my Name, and to my Use, to ask, demand and receive of and from *M. G.* Widow, Relict and Administratrix of the said *J. G.* all such Sum and Sums of Money

Money, and all such Goods, Chattels and personal Estate as is, are or shall be due to me, by Virtue of the Statute made for Distribution of the Intestates Estates, or otherwise howsoever, and for Non-payment thereof, or any Part thereof, to commence and prosecute any Action in Suit, either at Law, in Equity, or the Ecclesiastical Court, against the Administratrix of my said Father, or any other Person liable to answer or pay the same, and to make any Agreement or Composition for my said distributable Share as to my said Attorney shall seem meet, and on Payment or Recovery of what is due to me, to seal and deliver as my Act and Deed, any Receipt, Discharge, Release, or any other Deed as shall be thought proper to discharge my said Father's Administratrix, and his said personal Estate of and from such Right and Title as I have, or can or may have, or claim, in and to such distributable Share of the said personal Estate: And further, I do hereby empower my said Attorney, for me and in my Name to do and transact all my other Affairs, Matters and Things whatsoever, and to seal and deliver all Manner of Deeds and Writings, relating to my said Affairs, and whatsoever my said Attorney shall do or cause to be done, in or about the Premises or any of them, I do hereby approve of, ratify and confirm the same, as fully to all Intents and Purposes whatsoever, as if I were present and actually did the same in Person. *In Witness* whereof, I the said *M. G.* have hereunto set my Hand and Seal, this tenth Day of *January* in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God of *Great Britain, France* and *Ireland* King, Defender of the Faith, &c. *Annoque Domini, &c.*

A Letter of Attorney to surrender Copyhold Lands to the Use of one's Will.

- (10.) **B**Y these Presents, I *R. W.* of, &c. Son and Heir of *R. W.* do make, ordain, constitute and appoint *T. C.* of, &c. and *J. L.* of, &c. my true and lawful Attorney, jointly and severally for me and in my Name, Stead and Place, to surrender into the Hands of the Lord of the Manor of *B.* in the said County of *S.* according to the Custom of the said Manor, all and singular the Messuages, Lands, Tenements and Hereditaments, with the Appurtenances of me the said *R. W.* within the Manor aforesaid, and all such Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, holden by Copy of Court-Roll of the Manor aforesaid, whereof the said *R. W.* my Father lately died seized, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, as I the said *R. W.* by my Last Will and Testament shall direct and appoint. *In Witness* whereof, I have hereunto set my Hand and Seal, the first Day, &c.

A Letter of Attorney to two Persons, to Register the Real Estate of, &c. in the County of, &c.

- (11.) **K**NOW all Men by these Presents, That I *A. R.* Widow, and Relict of *J. E.* of *D.* deceased, have made, ordained, constituted, appointed, and in my Place and Stead put, and by these Presents do make, ordain, constitute, appoint, and in my Place and Stead put *A. B.* of, &c. and *C. D.* of, &c. or either of them jointly and severally, my true and lawful Attorney and Attornies, for me and in my Name, Place and Stead,

to

to register, or cause to be registred, my Name, and all my real Estate, in the County of N. and to subscribe my Name in open Sessions, to such Registry Books or Rolls, as the Clerk of the Peace for the said County of N. or his Deputy shall prepare for that Purpose, and to perform and fully execute for me and in my Name, Place and Stead, all such Act and Acts, Thing and Things whatsoever, requisite or necessary for registering my Name and real Estate, as I am any wise obliged or required to do, in and by a late Act of Parliament, made in the first Year of his present Majesty's Reign, entitled, An Act to oblige Papists to register their Names and real Estates, as fully to all Intents, Constructions and Purposes whatsoever, as I could do the same, and were actually present, and did the same in my own proper Person; and whatsoever my said Attorney or Attornies shall do, or cause to be done, in and about the Premisses, I do hereby ratify and confirm the same. *In Witness* whereof, I the said A. M. R. have hereunto set my Hand and Seal, this tenth Day of June in the, &c. Year of the Reign of our Sovereign Lord George, by the Grace of God of Great Britain, France and Ireland King, Defender of the Faith, *Annoque Domini* one Thousand, &c.

A Letter of Attorney to receive Rents and Profits of an Estate in Mortgage, and in the first Place the Interest Money, as the same becomes due, and to pay the Overplus to the Mortgagor.

TO all to whom these Presents shall come, I H. T. (12.) of the City of H. Esq; send Greeting: Whereas by Indentures of Lease and Release, the Lease bearing Date the Day next before the Day of the Date of these Presents, and made between me the said H. T. of the one Part,

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and *G. C.* of *Lincoln's Inn* in the County of *M.* Esq; of the other Part, and the Release bearing equal Date herewith, and made between the said *H. T.* and *M.* my Wife, of the one Part, and the said *G. C.* of the other Part, the said *H. T.* together with the said *M.* my said Wife, in Consideration of 1600 *l.* to me paid by the said *G. C.* did grant and convey to the said *G. C.* and his Heirs, all that the Manor of *L.* in the County of *H.* the Mansion-House called *F.* and all and singular the Messuages, Farms, Lands, Tenements and Hereditaments of me the said *H. T.* situate, lying and being in the Parishes, Precincts or Territories of *L. L. F. F. W. M. P.* and *W.* or any Parish or Place thereunto near adjoining, in the said County of *H.* in the several Tenures or Occupations of the several Tenants, and at and under the several yearly Rents in the said Indentures particularly mentioned; To have and to hold the said Manors and Premises unto the said *G. C.* his Heirs and Assigns for ever: In which said Indenture of Lease is contained a Proviso, That if I the said *H. T.* my Heirs, Executors, or Administrators, should well and truly pay, or cause to be paid, unto the said *G. C.* his Heirs, Executors, Administrators or Assigns, the Sum of 1680 *l.* of lawful Money of *Great Britain*, at the Days, Place, and in Manner in the said Indenture of Release, limited for the Payment thereof; then the Use and Estate by the said Indenture of Release, limited to the said *G. C.* and his Heirs, to cease, determine, and be utterly void; any Thing therein contained to the contrary thereof notwithstanding. Now know ye, that for the better and more punctual Payment of all such Interest as shall grow due for the said principal Sum of 1600 *l.* I the said *H. T.* at the Desire of the said *G. C.* have made, constituted and appointed, and in my Place and Stead put, and by these Presents do make, constitute and appoint, and in my Place and Stead put *T. L.* of the said City of *H.* Gent. my true and lawful Attorney, for me and in my Name to ask, demand and receive of and from

from all and singular the Tenants in the said Indentures of Lease and Release, particularly mentioned, all and every the Rents and Profits of their Farms, as they shall grow due and payable, and thereout, in the first Place to pay to the said G.C. his Heirs, Executors, Administrators or Assigns, the Interest of the said Sum of 1600*l.* and after Payment thereof, to pay the Overplus of the said Rents and Profits to me the said H.T. or to such Person or Persons as I shall appoint, giving, and by these Presents granting unto the said T.L. full Power to act as aforesaid, in and about the said Premises, as if I the said H.T. were personally present, and upon Receipt of the said Rents and Profits, Acquittances, and other legal Discharges to give for the same; ratifying and hereby confirming whatsoever, the said T.L. shall do, or cause to be done, in and about the Premises, as fully to all Intents and Purposes, as if the same were done by myself, and I were personally present; and I the said H.T. for myself, my Heirs, Executors, Administrators and Assigns, do hereby covenant, grant and agree to and with the said G.C. his Heirs, Executors, Administrators and Assigns, that I the said H.T. my Heirs, Executors, Administrators or Assigns, shall not nor will revoke or recall these Presents, or the Liberty or Authority hereby granted, or any Matter or Thing which he the said T.L. shall legally do, or cause to be done, in and about the Premises, until the said G.C. be fully paid and satisfied the said principal Sum of 1600*l.* and all Interest to grow due for the same. *In Witness, &c.*

Letter of Attorney. Vide Condition 5. Deputation. Directions.

Marriage. Vide Agreement 2. Articles 3. Conveyances 23, 24. Letter of Attorney 8. Proviso 3. Receipt 3. Settlement 2.

MEMORANDUM.

A Memorandum to supply a Defect in a Deed, and endorsed thereon.

- (1.) **M**EMORANDUM, that before the Execution of this Deed by the said *T.C. M.V.* the younger, *M.V.* the elder, and *N.B.* It was agreed, that the Interest, Produce and Dividends of the said 500 *l.* Orphans Annuity, and 985 *l.* shall immediately after the Solemnization of the intended Marriage be received by the within named *T.C.* for his Life, and after his Decease, by the within named *M.V.* the younger for her Life, and after on the Trusts herein mentioned, and then Sealed and Delivered by the said *T.C. M.V.* the younger, *M.V.* the elder, and *N.P.* in the Presence of, &c.

Memorandum. Vide Settlement 7.

MEMORIAL.

Part of a Memorial, with Affidavit.

- (1.) **W**HICH said Indenture quadripartite, as to the Execution thereof, by the said *J. J.* and is witnessed by *O.M.* of, &c. and *J.B.* of, &c. as to the Execution thereof by the said *T.* is witnessed by *J.B. G.B.* of, &c. and *W.S.* of, &c. and as to

to the Execution thereof by the said *T.* is witnessed by *W. S.* of, &c. the said *O. M.* and *J. M.* of, &c. A Memorial whereof is hereby required to be registred, pursuant to the said Act of Parliament by me the said Sir *T. W.* the Grantee in the said Indenture, as witness my Hand and Seal, this tenth Day of *June* in the Year of our Lord one Thousand, &c.

*Signed and Sealed in
the Presence of*

The Affidavit.

The abovenamed *O. M.* and *J. B.* severally make Oath as followeth; and first the said *O. M.* maketh Oath, that he this Deponent did see the abovenamed *J.* and *J.* duly sign and seal, and as their several Acts and Deeds, deliver the Indenture quadripartite, in the above written Memorial mentioned; and the said *J. B.* also maketh Oath, that he this Deponent did see the abovenamed *T. L.* duly sign and seal, and as his Act and Deed deliver the said Indenture quadripartite, in the said above written Memorial mentioned; and both these Deponents did also see the abovenamed *T. W.* sign and seal the above written Memorial.

Jurat' &c.

M O R T-

M O R T G A G E.

A Mortgage for 290 Years, by Virtue of a Power reserved.

[*Note ; the Power was in Part executed.*]

- (1.) **T**HIS Indenture made, &c. between J. Lord W. of the one Part, and J. F. of, &c. of the other Part: Whereas in and by Indenture of Release, [*Recite to the End of the Uses,*] Then say, In which said Indenture is contained a Proviso, [*which recite verbatim,*] to Mortgage by Indenture, or any other Deed for 300 Years or for any lesser Term, to the Intent only, and upon Trust for raising any Sum or Sums of Money, not exceeding 4000 *l.* in the Whole, as by the said Indenture may appear. Now this Indenture Witnesseth, that the said J. Lord W. for and in Consideration of the Sum of 1000 *l.* of, &c. in Hand well and truly paid by the said J. F. at and before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, him hereunto moving, he the said J. Lord W. by Virtue of the said Power, and all other Powers enabling him in this Behalf, and as fully as he may or can by Law or Equity, hath granted, leased, demised, set and to Farm letten, and by this present Indenture in Writing, attested by the credible Persons whose Names are hereon indorsed as Witnesses hereunto, doth grant, lease, demise, set and to Farm let unto the said J. F. his Executors, Administrators and Assigns, all, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every Part and Parcel thereof,

thereof, and all the Estate, Right, Title, Power and Equity of Redemption of the said *J. Lord W.* in and to the same; To have and to hold the said, &c. unto the said *J. F.* his Executors, Administrators and Assigns from henceforth, for and during, and unto the full End and Term of 290 Years fully to be compleat and ended; yielding and paying therefore Yearly and every Year, during the said Term, unto the said *J. Lord W.* his Heirs and Assigns, the Rent of one Pepper-Corn only, if the same shall be lawfully demanded. Provided [*as in other Mortgages,*] Covenant to pay the Money. Covenant, that notwithstanding any Act, &c. by the said *J. Lord W.* (except as herein after is excepted,) hath in himself good Right, full Power, and lawful Authority to grant and demise the said Premises, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents; And further, that after Default shall be made in Payment of, &c. [*as in the Proviso,*] contrary to the true Intent and Meaning of the above written Proviso, it shall and may be lawful to and for the said *J. F.* his Executors, Administrators and Assigns peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said, &c. and the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, to have, take and receive, to his and their own Use and Uses, for and during the Rest, Residue and Remainder of the said Term of 290 Years, as shall be then to come and unexpired, without any the lawful Let, Suit, &c. whatsoever, (except as herein after is excepted,) And that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all prior or other Gifts, Grants, Mortgages and Incumbrances whatsoever, except one Indenture dated, &c. whereby the said *J. Lord W.* in Part of Execution of the said recited Power, did demise the Premises to the Right Honourable *B. Lord*, &c. for 200 Years, for securing the Sum of 1000 *l.* and Interest, which said Term is, by Order of the High Court of Chancery, by

The Power was before in Part executed, otherwise he ought to have covenanted that the said recited Power is in full Force, and not before the Execution of these Presents executed, and that the same is not suspended or extinguished.

Indenture ed.

Indenture tripartite, dated, &c. assigned by the said B. Lord, &c. to P. N. and V. W. for securing the Sum of, &c. and Interest, in Trust for the separate Use of Dame, &c. Wife of, &c. pursuant to a Decree of the said Court; and further, that he the said J. Lord W. shall and will pay and keep down the Interest of the said Sum of, &c. so as the same may not prejudice the Security hereby given to the said J. F. And moreover, that after such Default shall be made in Payment of the said Sum of 1050 l. or any Part thereof, contrary to the true Intent and Meaning of these Presents, he the said J. Lord W. shall and will do, or cause to be done, any further or other lawful and reasonable Act, Matter or Thing, for the further and better Assuring the said Premises to the said J. F. his Executors, Administrators and Assigns, during the Residue of the said Term of 290 Years, as shall be then to come and unexpired, discharged of the said Proviso, and his the said J. Lord W.'s Right, Power and Equity of Redemption, as he the said J. F. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be devised, advised or required. And lastly, the said J. F. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said J. Lord W. his Heirs, Executors, Administrators and Assigns, by these Presents, that until there shall be a Failure in Payment of the said Sum of 1050 l. or some Part thereof, contrary to the true Intent and Meaning of the above written Proviso or Covenant; it shall and may be lawful to and for the said J. Lord W. his Heirs and Assigns, to receive the Rents, Issues and Profits of the said M. &c. and Premises to his and their own Use and Uses, without any Account to be had or given for the same. *In Witness,* &c.

A Mortgage by Virtue of a Power.

THIS Indenture made, &c. between *H. B.* of, &c. (* 1.) and *D.* his Wife, (which said *D.* is the only Daughter and Heir of Sir *H. M.* Bart. deceased,) of the one Part, and *J. M.* of, &c. of the other Part: Whereas by certain Indentures of Lease and Release; bearing Date respectively the, &c. and, &c. Days of, &c. which was in the Year of our Lord 1730, the said Release being quadripartite, and made or mentioned to be made between the said *H. B.* and the said *D.* his Wife; of the first Part, *G. W.* of, &c. of the second Part, *W. A.* of, &c. of the third Part, and *D. S.* of, &c. and *T. W.* of, &c. of the fourth Part; the said *H. B.* and *D.* his Wife, for the Consideration therein mentioned; did grant; bargain, sell, alien, release, enfeoff and confirm unto the said *G. W.* his Heirs and Assigns; two full third Parts; (the same into three equal Parts to be divided,) of and in all that the Manor or reputed Manor of *B. alias G.* with the Appurtenances; situate, &c. in the County of, &c. together with two full third Parts, the same into three equal Parts to be divided; of and in all and singular the Houses, &c. to the said Manor, or reputed Manor; in any wise appertaining, or therewith or with any Part thereof used, occupied or enjoyed, or accepted, reputed or taken as Part, Parcel or Member thereof, and also of and in all that the Manor of, &c. and of and in two full third Parts, (the same into three equal Parts to be divided,) of all the Farms of, &c. and of and in all other the Messuages, Cottages, Lands, Tenements; Woods, Underwoods, Royalties, Franchises, Quit-Rents, &c. whatsoever, within the said County of, &c. to the said Manor of *W.* belonging, or therewith, or with any Part thereof, used or enjoyed, or accepted, reputed, or taken as Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders;

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Rents, Issues and Profits of all and singular the Premises and every Part thereof, with the Appurtenances, and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, both in Law and Equity, of them the said *H. B.* and *D.* his Wife, of, in, and to the same and every or any Part thereof, to hold the said two Parts of the said Manors, Mesluages, Lands, Tenements, Advowson and Hereditaments, and all and singular other the Premises therein or thereby before granted, bargained, sold, aliened, released, enfeoffed and confirmed, with the Appurtenances unto the said *G. W.* his Heirs and Assigns, to the Use of him the said *G. W.* his Heirs and Assigns, to the Intent and Purpose, that the said *G. W.* might be made and become perfect Tenant to the *Præcipe*, and be and become seized in Possession of the Freehold of the Premises, in and by the said recited Indenture of Release granted and released, or mentioned or intended so to be, that by Means thereof one or more good and perfect Common Recovery or Common Recoveries, for Lands, Tenements and Hereditaments, in such Cases used and accustomed, might, before the End of *Trinity* Term then next ensuing the Date of the said Indenture of Release, be had, suffered and executed in his Majesty's Court of *Common Pleas* at *Westminster*, of the said two third Parts of the said Manors, Mesluages, Lands, Tenements, Advowson, Hereditaments and Premises, in and by the said Indenture granted and released, or meant or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, by and in the Name of the said *W. A.* Demandant, against the said *G. W.* who should vouch to Warranty the said *H. B.* and *D.* his Wife, who being vouched should appear *gratis*, and enter into Warranty, and vouch to Warranty the Common Vouchee, who should also appear *gratis*, and should enter into the said Warranty, and afterwards make Default, to the End that one or more good and perfect Common Recovery or Common Recoveries, with double

ble Voucher, should and might be had, suffered and executed of the said two third Parts of the said Manors, Messuages, Lands, Tenements, Advowson, Hereditaments and Premises thereby granted and released, or meant or intended so to be, with the Appurtenances; in all Things, according to the usual Order and Form of Common Recoveries for Assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed; which said Recovery or Recoveries, so or in any other Manner to be had, suffered and executed, and all and every other Assurances and Conveyances of the Premises, or any of them theretofore made, levied, suffered and executed, or thereafter to be made, levied, suffered and executed, by and between the said Parties to the said Indenture of Release, or any of them, and the full Force and Effect of the same should be and enure, and so were, and was, and should be meant, intended, taken and construed to be and enure, and were thereby declared to be and enure, to the Uses, Intents and Purposes therein after mentioned, that is to say, to the Use and Behoof of the said *D.* the Wife of the said *H. B.* for and during the Term of her natural Life, without Impeachment of Waste; and from and after her Decease, to the Use and Behoof of the said *H. B.* for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use and Behoof of *D. S.* and *T. W.* their Heirs and Assigns, for and during the natural Lives of the said *H. B.* and *D.* his Wife, and the Life of the longer Liver of them, in Trust to preserve the contingent Remainders from being barred and destroyed; and from and after the Determination of that Estate, to the Use of the said *D. S.* and *T. W.* their Executors, Administrators and Assigns, for and during the Term of five Hundred Years from thence next ensuing, fully to be compleat and ended, without Impeachment of Waste; and upon such Trust for raising Portions and Maintenance for Children, as is therein after mentioned; and

from and after the Determination of the said Term and Estate of 500 Years, to the Use and Behoof of the first Son of the said *H. B.* on the Body of the said *D.* his Wife, lawfully begotten or to be begotten, and the Heirs of the Body of such first Son issuing; and for Default of such Issue, to the Use and Behoof of the second, &c. and for Default of such Issue, to the Use and Behoof of all and every the Daughter and Daughters of the said *H. B.* on the Body of the said *D.* his Wife, lawfully begotten or to be begotten, equally to be divided amongst them, if more than one, as Tenants in Common, and not as Joint-Tenants, and of the respective Heirs of the Body or several Bodies, of all and every such Daughter and Daughters issuing; and for Want of such Issue, to the Use and Behoof of the said *H. B.* and *D.* his said Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever: In which said Indenture of Release is also contained a Proviso in the Words, or to the Effect following, (that is to say,) Provided always, and it is hereby declared and agreed, by and between the said Parties to these Presents, that it shall and may be lawful, to and for the said *H. B.* and *D.* his Wife, from Time to Time, during their joint Lives, by any Deed or Deeds, Writing or Writings, under both their Hands and Seals, to be by both of them executed before, and attested by three or more credible Witnesses, to limit and appoint the said two Parts of the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof, to any Person or Persons whatsoever, for any Term or Number of Years by Way of Mortgage, or otherwise, as a Security or Securities for any Sum or Sums of Money, not exceeding the Sum of, &c. principal Money, together with Interest for the same, or to charge the said two Parts of the said Manors, Lands and Premises, or any Part thereof, with the Payment of any Sum or Sums of Money, not exceeding 1500*l.* together with Interest for the same, to and for any other Uses, Intents and Purposes,

Purposes as the said *H. B.* and *D.* his Wife, shall during their joint Lives think fit to direct and appoint; any Thing herein contained to the contrary thereof in any wise notwithstanding, as in and by the said recited Indenture of Release, Relation being thereunto had, may more fully and at large appear: And whereas a Common Recovery was suffered according to and in Pursuance of the Covenant or Agreement for that Purpose contained in the said Indenture of Release herein before recited: And whereas the said *J. M.* hath agreed to lend and advance the Sum of, *£c.* principal Money, unto the said *H. B.* and *D.* his Wife, in Part of the Sum of, *£c.* which in and by the before recited Proviso, they the said *H. B.* and *D.* his Wife, have Power to raise and borrow on the Security of the Premises. Now this Indenture witnesseth, that for and in Consideration of the said Sum of 1000*l.* of good and lawful Money of *Great Britain*, to the said *H. B.* and *D.* his Wife, in Hand paid, at and before the Ensealing and Delivery of these Presents, by the said *J. M.* the Receipt whereof the said *H. B.* and *D.* his Wife, do hereby acknowledge, and thereof, and of every Part and Parcel thereof, do hereby acquit and discharge the said *J. M.* his Heirs, Executors and Administrators, and every of them, for ever by these Presents, they the said *H. B.* and *D.* his Wife, according to and in Pursuance of the Power to them limited, in and by the said herein before recited Indenture quadripartite of Release, bearing Date the first Day of *July* in the Year of our Lord, *£c.* and the Recovery suffered in Pursuance thereof, have by this Deed, Writing and Indenture, under both their Hands and Seals, by both of them the said *H. B.* and *D.* his Wife, executed before and attested by three credible Witnesses, granted, demised, limited and appointed, and by these Presents do, and each of them doth grant, demise, limit and appoint unto the said *J. M.* his Executors, Administrators and Assigns, all those the said two full third Parts, (the same in three equal Parts to be divided,) of the said Ma-
nor

nor or reputed Manor of *B.* in the said County of, &c. and of the said Manor or reputed Manor of *W.* in the said County of, &c. and also two full third Parts, (the same in three equal Parts to be divided,) of all and singular the said Manors, Farms, Messuages, Lands, Advowsons, Houses, Barns, Stables, Meadows, Pastures, Feedings, Commons, Woods, Underwoods, Tenements, Hereditaments and Premisses, in the said Indenture of Release herein before recited mentioned, or meant or intended to be thereby released or conveyed, with their and every of their Appurtenances, and also all those two full third Parts, (the same into three equal Parts to be divided,) of all other the Manors, Lands Tenements and Hereditaments whatsoever, whereof or wherein the said *H. B.* and *D.* his Wife, or either of them, have or hath any Estate of Freehold or Inheritance, situate in the said County of, &c. and, &c. or either of them; To have and to hold the said two third Parts of the said Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments, and all and singular other the Premisses herein and hereby before granted, demised, limited or appointed, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. M.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during, and until the full End and Term of 1000 Years from thenceforth next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly and every Year, during the said Term hereby limited, unto the said *H. B.* and *D.* his Wife, their Heirs and Assigns, the Rent of one Pepper-Corn only, at the Feast of St. *Michael* the Archangel, (if the same shall be lawfully demanded;) Provided always, and these Presents are upon Condition, nevertheless, that if the said *H. B.* and *D.* his Wife, or such other Person or Persons, who shall be seized of any Estate of Inheritance or Freehold, in Possession of or in the said two

Thirds

Thirds of the said Manors and Premises, by Virtue of any Limitation or Appointment contained in the said recited Indenture quadripartite of Release of the, &c. Day of, &c. in the Year of our Lord, &c. shall well and truly pay, or cause to be paid, unto the said *J. M.* his Executors, Administrators or Assigns, at or in the Common Dining Hall of, &c. *London*, the full and just Sum of 1060*l.* of lawful Money of *Great Britain*, in Manner and Form following, (that is to say,) 30*l.* Part thereof on or upon the — Day of — next ensuing the Date of these Presents, and the Sum of 1030*l.* Residue thereof on or about the — Day of — which shall be in the Year of our Lord, &c. And that fully and entirely without any Deduction, Defalcation or Abatement whatsoever, for or in Respect of any Taxes, Charges, Impositions or Assessments, issuing out of, or charged or imposed upon the said two third Parts of the said Manors, Messuages, Lands, Tenements, Advowsons, Hereditaments and Premises herein and hereby before limited and appointed, unto the said *J. M.* his Executors, Administrators and Assigns, or meant, mentioned, or intended so to be, or any Part or Parcel thereof, for or by Reason of any Ordinance or Act or Acts of Parliament, made or to be made, or otherwise howsoever, that then, from and immediately after such Payment of the same, this present Indenture, and all and every the Term and Estate therein and thereby granted, limited or appointed, shall cease, determine, and be utterly void to all Intents and Purposes whatsoever; any Thing herein before contained to the contrary thereof, in any wise notwithstanding: And the said *H. B.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *J. M.* his Executors, Administrators and Assigns, and to and with every of them, by these Presents, that he the said *H. B.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly
pay

pay, or cause to be paid, unto the said *J. M.* his Executors, Administrators or Assigns, or some or one of them; the said Sum of 1060 *l.* of lawful Money of *Great Britain*, at the Days, Times and Place herein before mentioned and appointed for Payment thereof, without any Deduction, Defalcation or Abatement as aforesaid; And the said *H. B.* for himself, his Heirs, Executors and Administrators, and for the said *D.* his Wife, her Heirs and Assigns, doth further covenant, promise and grant, to and with the said *J. M.* his Executors, Administrators and Assigns, and to and with every of them by these Presents, that he the said *H. B.* and *D.* his Wife, have, or one of them hath in him or themselves good Right, lawful and absolute Authority to grant, demise, limit and appoint the said two full third Parts of the said Manors, Messuages, Lands, Tenements, Advowsons and Hereditaments, and all and singular other the Premises herein before granted, demised, limited and appointed, with their and every of their Appurtenances, unto the said *J. M.* his Executors, Administrators and Assigns, for and during the said Term of 1000 Years, in Manner and Form aforesaid; and further, That in Case Default shall happen to be made of or in Payment of the said Sum of 1060 *l.* or any Part thereof at the Days, Times and Place herein before limited, mentioned and appointed for Payment thereof, that then and from thenceforth, and at all Times afterwards, it shall and may be lawful to and for the said *J. M.* his Executors, Administrators and Assigns, into all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, herein and hereby granted, demised, limited and appointed, and into every Part and Parcel thereof, with their Appurtenances, to enter, and the same from thenceforth and at all or any Time or Times afterwards, for and during all the Rest and Residue of the said Term of 1000 Years hereby limited, peaceably and quietly to have, hold, occupy, possess and enjoy, all and every the Rents, Issues, Profits and Perquisites

Perquisites thereof, to have and take to his own Use and Benefit, without any Manner of Let, Suit, Denial, Trouble, Hindrance, Molestation, Disturbance, Interruption, Eviiction or Ejection of or by the said *H. B.* and the said *D.* his Wife, or either of them, or any other Person or Persons whatsoever, and that free and clear, and freely and clearly, and absolutely acquitted, exonerated and discharged of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Dowers, Entails, Settlements, Limitations, Appointments, Leases, Mortgages, Estates, Titles, Rents, Arrearages of Rents, Judgments, Statutes, Recognizances, Debts, Executions, Extents, Troubles, Forfeitures, Sequestrations, Seizures, Decrees, Charges and Incumbrances whatsoever, and the said *H. B.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, and for the said *D.* his Wife, her Heirs, Executors and Assigns, doth hereby further covenant, promise, grant and agree to and with the said *J. M.* his Executors, Administrators and Assigns, by these Presents, that at all Times hereafter, from and after Default shall happen to be made of or in Payment of the said Sum of 1060*l.* or any Part thereof, at the Days, Times and Place herein before appointed for Payment of the same, they the said *H. B.* and the said *D.* his Wife, their Heirs, Executors, Administrators and Assigns, and the Heirs, Executors, Administrators and Assigns of either of them, and all and every other Person or Persons whatsoever, having or lawfully claiming, or which shall or may at any Time hereafter have or claim any Estate, Right, Title or Interest, either in Law or Equity, of, into or out of the said two full third Parts of the said Manors, Messuages, Lands, Tenements, Advowson, Hereditaments and Premises herein before demised, limited and appointed, shall and will upon the reasonable Request of the said *J. M.* his Executors, Administrators or Assigns, but at the proper Costs and Charges in the Law of the said *H. B.* his

Heirs, Executors, Administrators or Assigns, make, do, acknowledge, levy, suffer and execute, or cause, or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other reasonable Act and Acts, Thing and Things, Devices, Conveyances and Assurances in the Law whatsoever, for the further and better, more perfect and absolute conveying and assuring the said Manors, Messuages, Lands, Tenements, Advowson, Hereditaments and Premises, with their and every of their Appurtenances, unto the said *J. M.* his Executors, Administrators and Assigns, for and during the said Term hereby granted, demised, limited and appointed, be it by Fine or Fines, Common Recovery or Common Recoveries, with single, double or treble Voucher or Vouchers, Deed or Deeds inrolled or not inrolled, or by all and every, or any of the said Ways and Means, or by any other lawful and reasonable Ways and Means whatsoever in the Law, as by the said *J. M.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required: And the said *J. M.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree, to and with the said *H. B.* and the said *D.* his Wife, their Heirs, Executors and Administrators, by these Presents, that until Default shall be made in Payment of the said Sum of 1060*l.* or some Part thereof, according to the Proviso herein before for that Purpose contained, he the said *J. M.* his Executors, Administrators and Assigns, shall and will permit and suffer the said *H. B.* and the said *D.* his Wife, their Heirs, Executors and Administrators, and such other Person or Persons to whom any Estate of Freehold or Inheritance is limited as aforesaid, peaceably and quietly to possess and enjoy the said two full third Parts of and in the said Manors, Messuages, Lands, Tenements, Advowson and Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, herein and hereby granted, demised,

demised, limited or appointed, and the Rents, Issues and Profits thereof, to receive and take to his, her, their and every or any of their Use and Uses, without the lawful Let, Suit, Trouble, Interruption, Eviction, Claim or Demand of him the said *J. M.* his Executors, Administrators and Assigns, or any of them, and without any Account to be given unto the said *J. M.* his Executors, Administrators, and Assigns, or any of them for or concerning the same. *In Witness, &c.*

Signed and Sealed in the Presence of three Witnesses at the least, to be indorsed thereon.

A Mortgage by Demise for 400 Years.

[*Reciting a former Mortgage to another Person, and that there was a great Arrear of Interest to pay, with Interest, &c. Makes a Mortgage to another, reciting the former Mortgage.*]

THIS Indenture made, &c. between *J. W.* of, (2.)
 &c. of the one Part, and *G. C.* of, &c. of the
 other Part: Whereas by Indenture of Mortgage,
 bearing Date the first Day of, &c. in the Year, &c.
 and mentioned to be made between the said *J. W.*
 of the one Part, and *H. J.* then of, &c. and now of
 the City of *H.* Spinster of the other Part, [*Reciting
 as therein is recited,*] he the said *J. W.* for and in
 Consideration of the Sum of 880*l.* therein mentioned
 to be due and owing from him to the said *H. J.* and
 other the Considerations therein expressed, did bar-
 gain, sell and demise unto the said *H. J.* her Exe-
 cutors, Administrators and Assigns, the Manor of *B.*
 and all other Messuages, Lands, Tenements and Here-
 ditaments herein after mentioned to be hereby granted
 and demised, with the Appurtenances, from the Day of

the Date of the said Indenture, for the full Term of 500 Years, without Impeachment of or for any Manner of Waste, subject to a Proviso therein contained for the Redemption thereof, on Payment of the said principal Sum of 880*l.* and the Interest thereof, at the Times and in the Manner therein expressed, as in and by the said Indenture of Mortgage, Relation being thereunto had, may more fully appear: And whereas the said intire principal Sum of 880*l.* together with a considerable Arrear of Interest remains due to the said *H. J.* and that the said *G. C.* for the supplying the present Occasions of the said *J. W.* hath agreed to advance and lend to him the Sum of 600*l.* on the Security of the same Manor, Messuages, and Premisses. Now this Indenture witnesseth, that for and in Consideration of the Sum of 600*l.* of lawful Money of *Great Britain*, to him the said *J. W.* in Hand paid by the said *G. C.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof he the said *J. W.* doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth acquit and discharge the said *G. C.* his Heirs, Executors and Administrators by these Presents, and for divers other good Causes and Considerations him thereunto moving, he the said *J. W.* doth hereby declare and agree, that the said Manor, Messuages and Premisses, herein after mentioned to be thereby granted and demised, shall for and during the Rest, Residue and Remainder of the said Term of 500 Years, yet to come and unexpired, as will stand and be a Security for the said Sum of 600*l.* so advanced and paid to him the said *J. W.* by the said *G. C.* as aforesaid, with Interest for the same, at the Rate of 4*l.* 10*s.* *per Cent.* as for the said Sum of 880*l.* so due to the said *H. J.* and the Interest thereof. And this Indenture further witnesseth, that for and in Consideration of the said Sum of 600*l.* so paid to the said *J. W.* as aforesaid, he the said *J. W.* hath granted, bargained, sold, demised and to Farm letten, and by these Presents doth grant,
bargain

bargain, sell, demise, and to Farm let unto the said G. C. his Executors, Administrators and Assigns, all, &c. [*the Premises,*] And the Reversion, &c. and all the Estate, &c. of the said J. W. and all Deeds, &c. To have and to hold the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned to be hereby demised, with their, &c. Appurtenances, unto the said G. C. his Executors, Administrators and Assigns, from the Day next before the Day of Date of these Presents, for and during the Term of 400 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste yielding and paying therefore yearly upon the Feast-Day of the *Nativity* of our Lord, the Rent of a Pepper-Corn only, if lawfully demanded, [*as in others.*]

The said Indenture of Mortgage so made to the said H. J. her Executors, Administrators, &c. as afore-
First, Except as is herein offered, and that free, and clear, &c.
Second Ex-ception.
 said, only excepted: And further [*further Assurance,*] except the said H. J. (for and in Respect of her said Mortgage,) shall and will from Time to Time, &c. [*as in others to the End*—*Covenant to enjoy till Default, &c. as in others.*] In Witness, &c.

Mortgage. Vide Attornment. Charge. Covenant 8.
 Deed 1, 9. Exception. Letter of Attorney 1.
 Reconveyance.

Name. Vide Conveyances 5. Declaration 5, 8. Settlement 1, 4.

POWER.

P O W E R.

A Power to sign Writings for others.

- (1.) **N**OW this Indenture witneseth, That they the said *F. D.* and *T. M.* have, and each of them hath directed, authorized and appointed, and by these Presents do, and each of them doth direct, authorize and appoint the said Sir *J. H.* and *F. M.* and either of them, to sign, seal and execute the before recited Indenture quinquupartite, and to deliver the same as his and their respective Act and Acts, Deed or Deeds, to the Use and Uses of the Person and Persons therein named, to take and have the Benefit thereof and thereby. *In Witness* whereof, they the said *F. D.* and *T. M.* have hereunto set their Hands and Seal the, &c.

Power. Vide Conveyances 20. Declaration 7, 8.

P R E A M B L E.

A Preamble of a Will, where the Wife makes a Will by Virtue of a Power.

- (1.) **I**N the Name of God, *Amen.* This 22d Day of *July*, *Anno Domini* 1734, I *A. V.* Wife of *R. V.* Esq; pursuant to a Power enabling me to make my Will, notwithstanding my Coverture, do make and ordain this my Last Will and Testament, in Manner and Form follow-

following: *Imprimis*, I recommend my Soul to the infinite Mercy of God, my Body to the Earth to be decently buried, at the Direction of my Executors herein after named; and as touching my temporal Estate, which by Virtue of the said Power I am able to dispose of, I give and bequeath the same as followeth. *Item, &c.*

P R E S E N T A T I O N.

A Presentation by the acting Executors and Trustees, and Ratification by Cestue que Trust, being a Grant of the next Presentation.

TO all to whom these Presents shall come, *S. S. H.* (1.)
 Wife of *T. S. H.* of, &c. Esq; and Sister and Heir of the most noble *E.* late Dutchess of, &c. deceased, *M. H.* of, &c. Esq; and *H. F.* of, &c. Gent. (which said *M. H.* and *T. F.* are the two acting Executors and Devisees, in Trust named in the Last Will and Testament of the said Dutchess,) send Greeting: Know ye, that for divers good Causes and Considerations hereunto especially moving, they the said *M. H.* and *H. F.* by the special Direction of the said *S. S. H.* testified by her being Party to, and Signing and Sealing these Presents, have, and each of them hath, (pursuant to the Powers and Authorities to them given in and by the said Will of the said *E.* Dutchess of, &c.) given and granted, and the said *S. S. H.* hath ratified, appointed and confirmed, and by these Presents they the said *M. H.* and *H. F.* do and each of them doth fully, clearly and absolutely give and grant, and the said *S. S. H.* doth ratify, appoint and confirm unto *W. B.* of, &c. Gent. the next Advow-
 son

P O W E R.

A Power to sign Writings for others.

- (1.) **N**OW this Indenture witneseth, That they the said *F. D.* and *T. M.* have, and each of them hath directed, authorized and appointed, and by these Presents do, and each of them doth direct, authorize and appoint the said Sir *J. H.* and *F. M.* and either of them, to sign, seal and execute the before recited Indenture quinquartite, and to deliver the same as his and their respective Act and Acts, Deed or Deeds, to the Use and Uses of the Person and Persons therein named, to take and have the Benefit thereof and thereby. *In Witness* whereof, they the said *F. D.* and *T. M.* have hereunto set their Hands and Seal the, &c.

Power. Vide Conveyances 20. Declaration 7, 8.

P R E A M B L E.

A Preamble of a Will, where the Wife makes a Will by Virtue of a Power.

- (1.) **I**N the Name of God, *Amen.* This 22d Day of *July*, *Anno Domini* 1734, I *A. V.* Wife of *R. V.* Esq; pursuant to a Power enabling me to make my Will, notwithstanding my Coverture, do make and ordain this my Last Will and Testament, in Manner and Form follow-

following: *Imprimis*, I recommend my Soul to the infinite Mercy of God, my Body to the Earth to be decently buried, at the Direction of my Executors herein after named; and as touching my temporal Estate, which by Virtue of the said Power I am able to dispose of, I give and bequeath the same as followeth. *Item, &c.*

PRESENTATION.

A Presentation by the acting Executors and Trustees, and Ratification by Cestue que Trust, being a Grant of the next Presentation.

TO all to whom these Presents shall come, *S. S. H.* (1.) Wife of *T. S. H.* of, *&c.* Esq; and Sister and Heir of the most noble *E.* late Dutchess of, *&c.* deceased, *M. H.* of, *&c.* Esq; and *H. F.* of, *&c.* Gent. (which said *M. H.* and *T. F.* are the two acting Executors and Devisees, in Trust named in the Last Will and Testament of the said Dutchess,) send Greeting: Know ye, that for divers good Causes and Considerations hereunto especially moving, they the said *M. H.* and *H. F.* by the special Direction of the said *S. S. H.* testified by her being Party to, and Signing and Sealing these Presents, have, and each of them hath, (pursuant to the Powers and Authorities to them given in and by the said Will of the said *E.* Dutchess of, *&c.*) given and granted, and the said *S. S. H.* hath ratified, appointed and confirmed, and by these Presents they the said *M. H.* and *H. F.* do and each of them doth fully, clearly and absolutely give and grant, and the said *S. S. H.* doth ratify, appoint and confirm unto *W. B.* of, *&c.* Gent. the next Advow-
son

son, Donation, Collation, Presentation and Right of Patronage, of, in and to the Rectory or Parish Church of, &c. in the County of *B.* with just Right, free Liberty and full Power and Authority to him the said *W. B.* whensoever the said Rectory or Church of *M. C.* shall happen to be void by the Death, Resignation, Cession or Presentation of the Reverend *J. B.* the present Incumbent, or otherwise, to present such fit and able Person to the proper Ordinary of the Diocese for the Time being, to serve the said Rectory or Church as Rector thereof, as the said *W. B.* shall think fit, without any the Let, Suit or Disturbance of the said *S. S. H. M. H.* and *H. F.* or any claiming or to claim, by, from or under them, any or either of them. *In Witness* whereof, the said *S. S. H. M. H.* and *H. F.* have hereunto set their Hands and Seals this first Day of *June, Anno Domini, &c.*

P R I V I L E G E.

To waive a Privilege of Parliament.

- (1.) **W**HEREAS *T. C.* of, &c. is indebted to *H. C.* of, &c. in the Sum of, &c. And whereas the said *T. E.* may be advanced to the Dignity of a Peer, or chosen a Member of Parliament, in either of which Cases he the said *T. E.* will be entitled to Privilege, and thereby delay the said *H. C.* in the Recovery of the said Sum of, &c. Now the said *T. E.* doth hereby promise and oblige himself, that if either of the said Cases should happen, that he the said *T. E.* will not insist upon Privilege of Parliament, in any
Suit

Suit or Suits in Law or Equity, which the said *H. C.* his Executors, Administrators or Assigns shall think fit to bring, commence or prosecute against the said *T. E.* for the recovering of the said Sum of, *£c.* or any Part thereof, or other Thing relating thereunto. *In Witness* whereof, the said *T. E.* hath hereunto set his Hand and Seal, this second Day of *July*, in the Year of our Lord one Thousand seven Hundred twenty and three.

P R O V I S I O N.

A Provision for a Feme Covert out of the Estate that came by her.

THIS Indenture made, *£c.* between *A. B.* of, *£c.* (1.)
and *C.* his Wife, of the one Part, and *D. E.* of, *£c.* of the other Part : Whereas the said *A. B.* in Right of *C.* his Wife, is seized of and in the Manor, Lands, Tenements and Premisses herein after mentioned : And whereas the said *A. B.* out of the great Love and Affection which he hath and beareth to the said *C.* his Wife, hath agreed that the Rents, Issues and Profits of the said Manor, Lands and Premisses, shall be paid to the said *C.* to her own separate Use. Now this Indenture witnesseth, that the said *A. B.* in Performance of the said Agreement, and in Consideration of the Sum of 10s. of, *£c.* to him the said *A. B.* by the said *D. E.* well and truly in Hand paid, at or before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, him the said *A. B.* hereunto moving, he the said *A. B.* granted, bargained, sold
VOL. II. E and

and demised, and by these Presents doth grant, bargain, sell and demise unto the said *D. E.* his Executors, Administrators and Assigns, all, &c. To have and to hold unto the said *D. E.* his Executors, Administrators and Assigns, for and during, and unto the full End and Term of ninety-nine Years, fully to be compleat and ended, if he the said *A. B.* shall so long live, at and under the yearly Rent of a Pepper-Corn, if lawfully demanded, on the Trust herein after mentioned, (that is to say,) in Trust that he the said *D. E.* his Executors and Administrators do and shall from Time to Time, during the said Term of ninety-nine Years, if the said *A. B.* shall so long live, pay and apply all and singular the Rents, Issues and Profits of the said hereby demised Manors, Tenements and Premises not to the said *A. B.* or as he shall appoint, but to the proper Hands of the said *C.* to the sole proper, personal and peculiar Use of the said *C.* or to such Person and Persons, as the said *C.* shall from Time to Time by any Writing, signed by her with her Name of her own Hand Writing, notwithstanding her Coverture, and as if she were sole and unmarried, direct or appoint, exclusive of the said *A. B.* who is to have no Power to dispose of, intermeddle with, or incumber the said Manors, Lands or Premises, or the Rents, Issues and Profits thereof, and to and upon no other Trust or Confidence whatsoever, or otherwise howsoever; and it is declared and agreed by and between the said Parties to these Presents, that the Receipt and Receipts, the said *C.* shall from Time to Time give for the Rents and Profits of the said hereby demised Premises, shall be good and valid Receipts, both at Law and in Equity to the said Trustee, or to the Person or Persons who shall from Time to Time pay the same, and the said *A. B.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *D. E.* his Executors and Administrators, by these Presents, that it shall and may be lawful to and for the said *D. E.* his Executors, Administrators

ministrators and Assigns, from Time to Time, during the said Term hereby demised; To have, hold and enjoy the said Messuage, or Tenement and Premises hereby demised, and the Rents, Issues and Profits thereof, to have, receive and take, in Trust as aforesaid, without any the lawful Let, Suit, Trouble, Eviction, Interruption or Disturbance of or by the said *A. B.* his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him, them, or any of them. *In Witness, &c.*

P R O V I S O.

A Proviso to be inserted in a Lease for Years.

PROVIDED also, and it is hereby mutually consented to and agreed, by and between the said Parties to these Presents, That if the said *P. F.* his Executors, Administrators or Assigns, shall be minded and desirous to have the said Messuage, or Tenement hereby demised, and to be discharged of the Lease thereof hereby granted, at the Expiration of the first seven Years of the Term of twenty-one Years hereby granted, or at the Expiration of eleven Years of the said Term, or at the Expiration of fifteen Years of the said Term, that then, and in such Case, he the said *P. F.* his Executors, Administrators or Assigns, giving Notice in Writing under his Hand, unto the said *J. L.* his Executors, Administrators or Assigns, of such his or their Mind or Intention, six Months before the Expiration of the said Term of seven Years, or of the said Term

of eleven Years, or of the said Term of fifteen Years, and paying all Rent that shall be due at the Expiration of each or any of the said respective Terms of seven or eleven or fifteen Years, and leaving the Premises in good Repair, according to the Covenants in the said Lease, and delivering up the original Lease, under the Hand and Seal of the said *J. L.* to be cancelled and made void; this present Indenture of Lease, and every Covenant, Article and Agreement therein contained, shall from thenceforth cease, determine, and be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding: And the said *J. L.* for himself, his Executors, Administrators and Assigns, doth covenant and promise, to and with the said *P. F.* his Executors, Administrators and Assigns, that upon such Surrender and Determination of this present Indenture of Lease, he the said *J. L.* his Executors, Administrators or Assigns, shall and will deliver up unto the said *P. F.* his Executors, Administrators or Assigns, the Counter-part of this present Indenture, under the Hand and Seal of him the said *P. F.* to be cancelled and made void.

A Proviso to be inserted into a Marriage Settlement, where the Jointure Lands shall be planted with Hops.

- (2.) **P**ROVIDED lastly, and it is hereby declared and agreed by and between all and every the said Parties to these Presents, that if the said *W. D.* shall at any Time or Times hereafter, be minded to convert into Hop-Gardens, and shall improve and plant with Hops, any Part of the Lands herein before by these Presents limited in Jointure to the said *A. H.* the intended Wife of the said *W. D.* in Case she shall survive him, that
then

then all and every the Lands improved and planted with Hops, or which shall be actually Hop-Gardens, at the Decease of the said *W. D.* shall not go and be as Part of the Jointure of the said *A. H.* intended Wife of the said *W. D.* but it shall and may be lawful to and for the Person next in Remainder after the Decease of the said *W. D.* to have, hold and enjoy the said Lands planted with Hops as aforesaid, on settling in Exchange and Lieu thereof, on the said *A. H.* for her Life, other Lands of equal Value, to such Lands so converted into Hop-Grounds, before their being so improved or converted into Hop-Grounds, as aforesaid. *In Witness, &c.*

A second Proviso contained in Sir H. P.'s Settlement.

PROVIDED also, and it is hereby further declared (3.)
ed and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said Sir *H. P.* Dame *M. P.* *A. S.* *H. P.* the Son, and *H. P.* respectively from Time to Time, during their respective Lives, when, and as they respectively shall come unto and be in the actual Possession of the Manors, Rents, Messuages, Lands and Premises, or any of them, or any Part thereof by Virtue of the Limitations aforesaid, by Indenture under their respective Hands and Seals, to lease all or any Part of the said, &c. whereof they respectively shall be so in the actual Possession as aforesaid, (other than and except the capital Messuage of *H.* and the Park, called *H. Park*, with their Appurtenances,) to any Person or Persons whatsoever, for any Term or Number of Years, not exceeding twenty-one Years in Possession, but not in Reversion or Remainder, nor by Way of future Interest, so as no such Lease or Leases be made dispunishable for Waste, by any express Clause or Agreement; and so as upon every

Power to Lease,

*Power to
revoke
Part of
the Uses.*

every such Lease and Leases to be made, there be reserved and made payable, during the Continuance of such Term and Terms of Years, as shall be so made or granted, the most and best improved yearly Rent, that can or may be had or gotten for the same respectively, without taking any Fine, or other Thing whatsoever, in Lieu, or in the Nature or Name of a Fine, or Incumbrance upon any such Lease or Leases, for or in Respect to the Making thereof; and so as there be contained in every such Lease, respectively, reasonable or usual Covenants in like Cases; And also a Proviso or Condition of Re-entry, in Case the Rent or Rents to be reserved in every such respective Lease, shall be behind and unpaid by the Space of thirty Days next after any of the Times therein to be respectively appointed for Payment thereof; and so as such Lessees respectively do Seal and Deliver Counter-parts of their respective Leases; Provided also, and it is hereby declared and agreed, and the true Intent and Meaning of these Presents, and of all the said Parties to the same, is that it shall and may be lawful to and for the said Sir *H. P.* and that he shall have full Power, Liberty and Authority from Time to Time, and at any Time or Times, during his natural Life, by any Deed or Deeds, Writing or Writings, to be by him subscribed and Sealed, in the Presence of three or more credible Witnesses, or by his Last Will and Testament in Writing, or other Writing, purporting to be his Last Will and Testament, to be by him signed, sealed and published, in the Presence of the like Number of Witnesses, to revoke, alter, change, determine and make void all, every or any of the Uses or Estates before, in and by these Presents limited, or declared, of or concerning the said Manors, Rents, Messuages, Lands, Tenements, Hereditaments and Premises, every or any of them, or any Part or Parts, Parcel or Parcels thereof, to or for the said *H. P.* the Son, for his natural Life, as aforesaid, and to and for the several and respective Sons of the Body of the said *H. P.* the Son, and the Heirs
Male

Male of the severall and respective Bodies of the same Sons, as aforesaid, and to and for the said *H. P.* for his natural Life, as aforesaid, and to or for the severall and respective Sons of the Body of the said *H. P.* and the Heirs Male of the severall and respective Bodies of the same Sons as aforesaid, and to the said *J. V.* Sir *J. H.* *J. S.* and *R. S.* and their Heirs, during the respective natural Lives of the said *H. P.* the Son, and *H. P.* as aforesaid, and all the Powers herein before given and reserved to the said *H. P.* the Son, and *H. P.* or either of them; any Thing herein contained to the contrary thereof in any wise notwithstanding.

Purchaser. Vide Bond 7. Conveyances 9, 15, 20, 21.

R E C E I P T.

A Receipt, where Part of the Consideration is paid in Money, and the rest secured otherwise.

RECEIVED, the Day and Year first within written, of the within-named Sir *T. U.* the Sum of 3000*l.* which, with the Sum of 20000*l.* secured as in the within written Indenture is expressed, is in full for the absolute Purchase of the within mentioned Premises: I say, received by me

Witness

N. L.

A Receipt for Writings.

- (2.) **I** Do acknowledge, that the several Writings mentioned on the other Side of this Paper, are left and deposited in my Hands, by and in Trust for *A. B.* and *M. C.* to be kept as I keep my own Goods and Writings, and to be produced for the Use of either of the said Parties, as their respective Occasions shall require. *Witness* my Hand the tenth Day of July, Anno Domini 1733.

A Receipt for Consideration Money, being the Marriage Portion.

- (3.) **R**ECEIVED on the Day of the Date of the within written Indenture, of the within named *W. E.* the Sum of 2500 *l.* in Money, and a Bond for 500 *l.* which is in full for the Marriage Portion of the within named *M. E.*

*Witness**per me**J. W.*

RECON-

RECONVEYANCE.

A Reconveyance of a Mortgage in Fee, back to the Heir of the Mortgagor, the Mortgagor himself being dead.

THIS Indenture tripartite, made, &c. between (1.) *W. S.* of, &c. of the first Part, *F. P.* of, &c. of the second Part, and *R. D.* of, &c. Brother and Heir of *J. D.* late of, &c. deceased, of the third Part: *To secure Money borrowed on Bond, in Discharge of the Bond now reconveyed.* Whereas the said *J. D.* did take up and borrow of the said *F. P.* the Sum of 1000 *l.* of, &c. and for securing the Repayment thereof, with Interest for the same, after the Rate of 5 *l. per Cent. per Annum*, in and by his Bond or Writing obligatory, bearing Date the tenth Day of *June*, which was in the Year of our Lord, &c. stood bound to the said *F. P.* in the penal Sum of 2000 *l.* conditioned for the Payment of 1000 *l.* as therein is mentioned: And whereas by Indentures of Lease and Release, bearing Date respectively the fourth and fifth Days of, &c. which was in the Year of our Lord, &c. the Release being tripartite, and made or mentioned to be made between the said *J. D.* and *D.* his Wife, since deceased, of the first Part, the said *T. P.* of the second Part, and the said *W. S.* and *L. B.* since also deceased, of the third Part, for the better securing the Payment of the said Sum of 1000 *l.* and Interest, and in Discharge of the said Bond or Obligation, so entered into by the said *J. D.* as aforesaid; and for and in Consideration of the Sum of 10*s.* to the said *J. D.* in Hand paid, by the said *W. S.* and *L. B.* he the said *J. D.* did grant, bargain, sell, alien, release and confirm, unto the said *W. S.* and *L. B.* and their Heirs, all that, &c. [to the End of the Habendum,] thereby granted unto the

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said *W. S.* and *L. B.* their Heirs and Assigns, to the only Use and Behoof of the said *W. S.* and *L. B.* their Heirs and Assigns for ever, subject nevertheless to the Redemption of the said *J. D.* on Payment of 1000 *l.* and Interest, as therein is mentioned, which not being paid, the Estate and Interest of the said *W. S.* and *L. B.* became absolute in Law, as in and by the said Indenture of Release, Relation, &c. And whereas the said *L. B.* is since dead, whereby the said *W. S.* became legally entitled to the said Grounds, Lands and Clofes, [*or as it is,*] and Premises, by Survivorship. And whereas the said *J. D.* is also since deceased, and the Power, Right and Equity of Redemption of the said Premises, vested in the said *R. D.* as Heir of the said *J. D.* And whereas all Interest due for the said Sum of 1000 *l.* is paid to the said *F. P.* and there remains due to him only the Sum of 1000 *l.* principal Money, and no more: Now this Indenture witnesseth, that in Consideration of the Sum of 1000 *l.* of, &c. to the said *F. P.* and of the further Sum of 10 *s.* of like Money, to the said *W. S.* in Hand also paid by the said *R. D.* at or, &c. the respective Receipts whereof are hereby respectively acknowledged; and for divers, &c. he the said *W. S.* by the express Direction and Appointment of the said *F. P.* testified by his being Party to, and signing and sealing these Presents, hath bargained, sold, aliened, released and confirmed, and by these Presents doth bargain, &c. unto the said *R. D.* [*in his actual Possession, &c.*] And by Force, &c. all those the said, &c. with their and every of their Appurtenances, and all other the Lands, Tenements and Hereditaments, in and by the said recited Indentures granted to the said *W. S.* and *L. B.* and vested in the said *W. S.* by Survivorship, as aforesaid, and the Reversion, &c. and all the Estate, &c. of the said *W. S.* in and to the same; To have and to hold, &c. to the only Use and Behoof of the said *R. D.* his Heirs and Assigns for ever. [*Covenant in Form, that W. S. hath done no Act to incumber the Premises.*] In Witness, &c.

A

A Reconveyance to T. H.

THIS Indenture tripartite, made, &c. between (2.)
J. K. of, &c. of the first Part, *A. M.* of, &c.
 and *J. B.* of, &c. of the second Part, and *T. H.* of,
 &c. of the third Part: Whereas by Indentures of
 Lease and Release, bearing Date respectively the
 twenty-fifth and twenty-sixth Days of *January, An.*
Dom. 1721, and made between the said *T. H.* of the
 one Part, and *T. G.* of, &c. of the other Part, the
 said *T. H.* in Consideration of the Sum of 600*l.* to
 him paid, by the said *T. G.* as therein is mentioned,
 did grant, bargain, sell, alien, remise, release, en-
 feoff and confirm unto the said *T. G.* his Heirs and
 Assigns, all that the Manor or Lordship of *N.* with
 its Rights, Royalties, Members and Appurtenances, in
 the County of *S.* and the Site, Manor-House or Ca-
 pital Messuage of *N.* aforesaid; and all other the Ma-
 nors, Lands, Tenements and Hereditaments of him
 the said *T. H.* in *N.* aforesaid, and in *H.* &c. or one
 of them, in the said County of *S.* and also all that the
 Manor or Lordship of *S.* and the several Capital Mes-
 suages, Mansion-Houses, and other Messuages, and
 Tenements, Farms, Lands, Arable, Meadow, Pasture
 and Wood-Grounds, Hereditaments and Premises, with
 their and every of their Appurtenances, therein particu-
 larly mentioned and described, to have been then late or
 thentofore, in the several Tenures or Occupations of
 the several Tenants therein particularly named, and to
 be situate, lying and being in the several Parishes of
S. C. B. and the *B. F. H.* and *G.* or in any of them,
 or elsewhere, in the County of *K.* and the Reversion,
 &c. of all and singular the said Premises therein before
 recited, and all the Estate, Right, Title, Interest,
 Property, Claim and Demand of the said *T. H.*
 of, in and to the same, every or any Part or Par-
 cel thereof; To hold all and singular the said Manors,
 Messuages,

*The Pre-
misses in S.
are men-
tioned in
short.*

*And the
Premises
in K. at
large.*

Messuages, Farms, Lands, Hereditaments and Premises thereby granted and released, with their and every of their Appurtenances, unto and to the Use of the said *T. G.* his Heirs and Assigns for ever, subject nevertheless to the Redemption of the said *T. H.* his Heirs, Executors or Administrators, on Payment of the Sum of 630 *l.* in Manner in the said Indenture of Release mentioned and appointed for Payment thereof. And whereas by Indenture bearing Date the fourth Day of *November*, which was in the Year of our Lord 1725, the said *T. H.* in Consideration of the further Sum of 900 *l.* to him lent, and paid by the said *T. G.* did covenant, promise, grant and agree, to and with the said *T. G.* his Executors, Administrators and Assigns, that all and singular the said Manors, Messuages, Farms, Lands, Hereditaments and Premises, in the said herein before recited Indentures of Lease and Release, mentioned and described, and thereby granted, should stand and be a Security, as well for the Payment of the further Sum of 900 *l.* and Interest, as for the before mentioned Sum of 630 *l.* subject nevertheless to the Redemption of the said *T. H.* his Heirs, Executors or Administrators, on Payment of the Sum of 630 *l.* and also the further Sum of 922 *l.* in Manner in the last above mentioned Indenture mentioned. And whereas by Indentures of Lease and Release, bearing Date respectively the seventeenth and eighteenth Days of *March*, *Anno Domini* 1726, the Release being tripartite, and made or mentioned to be made between the said *T. G.* of the first Part, the said *T. H.* of the second Part, and the said *A. M.* and *J. B.* of the third Part, [*reciting the said several before recited Indentures,*] and that the said Sums of 600 *l.* and 900 *l.* were not paid at the Days and Times in and by the said Indentures mentioned; whereby the Estate of the said *T. G.* became absolute in Law; and that the aforesaid Sums of 600 *l.* and 900 *l.* remained unpaid, but that all Interest due for the same had been paid by the said *T. H.* It is, by the said last recited Indenture
of

of Release tripartite, witnessed that in Consideration of the Sum of 1500*l.* of lawful Money of *Great Britain*, to the said *T. G.* in Hand paid by the said *A. M.* and *J. B.* by the Direction of the said *T. H.* testified as therein is mentioned; and the Sum of 2500*l.* of like Money to the said *T. H.* in Hand also paid by the said *A. M.* and *J. B.* and for other Considerations therein mentioned, he the said *G. T.* by the Direction of the said *T. H.* did bargain, sell, alien, remise, release and confirm, and the said *T. H.* did ratify and confirm unto the said *A. M.* and *J. B.* their Heirs and Assigns, all that the said Manor of *N.* and other the Premises in the said County of *S.* and also all that the said Manor of *S.* and the several Capital Messuages and Mansion-Houses, and other Messuages, Tenements, Farms, Lands, Arable, Meadow, Pasture and Wood-Grounds, Hereditaments and Premises, with their and every of their Appurtenances, in the said recited Indentures of Lease and Release, of the twenty-fifth and twenty-sixth Days of *January Anno Domini 1721*, particularly mentioned and described to have been then late in the several Tenures of the several Tenants therein named, and to be situate, lying and being in the several Parishes of *S. C. B.* under the *B. F. H.* and *G.* in the said County of *K.* and all other the Messuages, Farms, Lands, Marsh-Grounds, Tenements and Hereditaments whatsoever, of the said *T. H.* situate, lying and being in the several Parishes of *S. C. B.* under the *B. F. H.* and *G.* or any of them, or elsewhere, in the said County of *K.* To have and to hold the said Manors, Messuages, Farms, Lands, Hereditaments and Premises, unto the said *A. M.* and *J. B.* their Heirs and Assigns, to the only proper Use and Behoof of the said *A. M.* and *J. B.* their Heirs and Assigns for ever, subject nevertheless to a Proviso, that if the said *T. H.* his Heirs, Executors or Assigns, should pay or cause to be paid unto the said *A. M.* and *J. B.* their Executors, Administrators and Assigns, the full Sum of 4200*l.* of lawful Money of *Great Britain*, in
Manner

Manner therein mentioned, that then they the said *A.M.* and *J.B.* their Heirs and Assigns, should and would at the Request, Costs and Charges of the said *T.H.* his Heirs or Assigns, by such good and sufficient Conveyances and Assurances in the Law, as the Counsel of the said *T.H.* his Heirs or Assigns, should advise, convey and assure unto the said *T.H.* and his Heirs, or to such Person or Persons, his or their Heirs and Assigns, as the said *T.H.* his Heirs or Assigns should nominate and appoint, all the Estate, Right, Title and Interest of them the said *A.M.* and *J.B.* their Heirs and Assigns, in and to the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, in and by the said recited Indenture of Release tripartite, to them mentioned to be granted and released as aforesaid, discharged of all Incumbrances, by them or either of them committed, done or suffered in the mean Time; any Thing in the said recited Indenture contained to the contrary notwithstanding. And whereas by Deed Poll, bearing even Date with the last above recited Indenture of Release, the said *A.M.* and *J.B.* did declare that their Names were used in the said Indenture, in Trust for the said *J.K.* and that the said Sum of 4000*l.* therein mentioned was paid by, and was the proper Money of the said *J.K.* And whereas the said *T.H.* hath sold the said Manor of *N.* and other the Premises in the said County of *S.* to *W.B.* of, &c. Esq; for the Sum of 7100*l.* and out of the said Purchase Money hath paid to the said *J.K.* the Sum of 4492*l.* 6*s.* 8*d.* in full for Principal and Interest, due on the said herein before recited Securities; and in Consideration thereof the said *A.M.* and *J.B.* by the Direction of the said *J.K.* have bargained, sold, released and confirmed; and the said *T.H.* hath ratified and confirmed the said Manor of *N.* and other the Premises in the said County of *S.* to the said *W.* and his Heirs: Now this Indenture witnesseth, that for and in Consideration of the Sum of 4492*l.* 6*s.* 8*d.* so paid to the said *J.K.* as aforesaid, and for

for and in Consideration of the Sum of 5 s. a-piece, to the said *A. M.* *J. B.* and *J. K.* in Hand paid by the said *T. H.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; they the said *A. M.* and *J. B.* at the Request of the said *T. H.* and by the Direction of the said *J. K.* testified by their being Parties to, and Signing and Sealing these Presents, have, and each of them hath, bargained, sold, released and confirmed, and by these Presents, they the said *A. M.* and *J. B.* do, and each of them doth fully, clearly and absolutely bargain, sell, release and confirm unto the said *T. H.* in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made, by the said *A. M.* and *J. B.* by Indenture, bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year, for the Consideration therein mentioned, and by Force and Virtue of the Statute for transferring Uses into Possession, his Heirs and Assigns, all that the said Manor or Lordship of *S.* and the said several Capital Messuages, and Mansion-Houses, and other the Messuages and Tenements, Farms, Lands, Arable, Meadow, Pasture and Wood-Grounds, Hereditaments and Premises, with their and every of their Rights, Members and Appurtenances in the said herein before recited Indentures of Lease and Release, of the twenty-fifth and twenty-sixth Days of *January, Anno Domini, &c.* particularly mentioned, and described to be situate, lying and being in the said several Parishes of *S. C. B.* under the *B. F. H.* and *G.* aforesaid, in the said County of *K.* and all other the Messuages, Farms, Lands, Marsh-Grounds, Tenements and Hereditaments whatsoever, situate, lying and being in the said several Parishes of *S. C. B.* under the *B. F. H.* and *G.* aforesaid, or any of them, or elsewhere in the said County of *K.* which by the said herein before recited Indentures of Lease and Release, dated the seventeenth and eighteenth Days of *March, Anno Domini, &c.* were granted, bargained, sold, released

leased and confirmed unto the said *A. M.* and *J. B.* and their Heirs as aforesaid, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand of the said *A. M.* and *J. B.* in and to the same; To have and to hold the said Manor or Lordship, Capital Messuage or Mansion-Houses, Messuages, Lands, Tenements and Premises, hereby bargained, sold, released and confirmed, with their and every of their Appurtenances, unto the said *T. H.* his Heirs and Assigns, to the only proper Use and Behoof of the said *T. H.* his Heirs and Assigns for ever; and the said *A. M.* for himself, his Heirs, Executors, and Administrators, doth covenant, promise and agree, to and with the said *T. H.* his Heirs and Assigns by these Presents, that he the said *A. M.* hath not at any Time heretofore done, committed, or wittingly or willingly suffered any Act, Matter or Thing, whereby or by Means whereof, the said Manor, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, hereby bargained, sold, released and confirmed, or intended so to be, with their Appurtenances, is, are, or may be impeached or incumbred in Title, Charge, Estate, or otherwise howsoever. [*The like Covenant for J. B.*] *In Witness,* &c.

RELEASE.

RELEASE.

A Release, being a Transfer of a Mortgage in Fee by the Mortgagee, by the Consent and Direction of the Mortgagor, to the Purchasers of the Inheritance.

THIS Indenture tripartite, made, &c. between (1.)
E. B. of, &c. Gent. of the first Part, the Reverend *R. L.* of, &c. in the County of, &c. Clerk, and *L.* his Wife, of the second Part, and the Right Honourable *E.* Earl of, &c. and, &c. Executors and Trustees named in the Last Will and Testament of the Most Noble *J.* &c. late Duke of, &c. deceased, of the third Part: Whereas by Indentures of Lease and Release, bearing Date respectively the sixteenth and seventeenth Days of, &c. which was in the Year of our Lord, &c. the Release being tripartite, and made or mentioned to be made, between *C. R.* of, &c. of the first Part, the said *R. L.* and *L.* his Wife, of the second Part, and the said *E. B.* of the third Part, the said *C. R.* in Consideration of, &c. to him in Hand by the said *E. B.* paid, the Receipt whereof is thereby acknowledged, did at the Instance and Request, and by the Direction and Appointment of the said *R. L.* and *L.* his Wife, testified, as therein is mentioned, bargain, sell, release and confirm unto the said *E. B.* and his Heirs, all that, &c. all which said several Messuages are situate, lying and being in the Parish of *B.* in the County of, &c. and all other the Lands, Tenements whatsoever of the said *R. L.* and *L.* his Wife, in, &c. which in and by Indenture bearing Date the twenty-third Day of, &c. and made or mentioned to be made between the said

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R. L. and *L.* his Wife, of the one Part, and the said *C. R.* of the other Part, were limited, appointed and declared, should be and enure to the Use of the said *C. R.* and his Heirs, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever of the said *R. L.* and *L.* his Wife, in and to the same Premises, and every Part thereof; To hold all and singular the said Manors, &c. unto the said *C. R.* Redeemable, nevertheless, by the said *R. L.* his Heirs, Executors, Administrators or Assigns, on Payment of, &c. of lawful Money of *Great Britain*, at the Days and Times in the said Indenture, limited for Payment thereof, as in and by the said Indenture, Relation being thereunto had, may more fully appear. And whereas the said *R. L.* hath paid to the said *E. B.* the Sum of, &c. in full for Principal, and all Interest due on the said recited Mortgage: And whereas the said *E.* Earl of, &c. and, &c. have, pursuant to an Order of the High Court of *Chancery*, purchased of the said *R. L.* and *L.* his Wife, (together with the Manor of *C.*) all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises in the said recited Indenture contained, for the Sum of, &c. Now this Indenture witnesseth, that for the Consideration aforesaid, and in Consideration of the Sum of 10*s.* to the said *E. B.* in Hand paid by the said *C. E.* of, &c. and, &c. the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, him the said *E. B.* hereunto especially moving, he the said *E. B.* hath bargained, sold and released, and the said *R. L.* and *L.* his Wife, have, and each of them hath, ratified and confirmed, and by these Presents the said *E. B.* doth, (by the Direction and Appointment of the said *R. L.* and *L.* his Wife, testified by their being Parties to, and Signing and Sealing these Presents,) bargain, sell and release; and the said *R. L.* and *L.* his Wife,

Wife, do, and each of them do ratify and confirm, unto the said C. Earl of, &c. and, &c. (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made, from the said E. B. and R. L. and L. his Wife, for one Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring Uses into Possession,) and their Heirs, all and singular the said Messuage, Farm, Clofes, Lands, Tenements and Hereditaments, to him the said E. B. and his Heirs, in and by the said recited Indentures of Lease and Release, dated the sixteenth and seventeenth Days of, &c. bargained, sold and released as aforesaid, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand whatsoever, of them the said E. B. and R. L. and L. his Wife, and every of them, in and to the same Premises, and every Part and Parcel thereof; To have and to hold the said Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby bargained, sold, released, ratified and confirmed, or meant, mentioned, or intended so to be, with their and every of their Appurtenances, unto the said, C. Earl of, &c. and, &c. their Heirs and Assigns; To the only Use and Behoof of them the said C. Earl of, &c. and, &c. their Heirs and Assigns for ever; and the said E. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said C. Earl of, &c. and, &c. their Heirs and Assigns by these Presents, that he the said E. B. hath not at any Time heretofore done, committed or suffered, any Act, Matter or Thing whatsoever, whereby or by Means whereof, the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises hereby by him the said E. B. bargained, sold and released, or intended so to be, or any

Part thereof, is, are, or may be impeached or incumbered in Title, Charge, Estate, or otherwise howsoever. In Witness, &c.

A Release and Confirmation of the Advowson of C. pursuant to a Covenant for further Assurance in a former Deed.

- (2.) **T**HIS Indenture made, &c. between J. F. of, &c. Gent. Son and Heir of J. F. late of, &c. deceased, of the one Part, and P. D. of, &c. of the other Part: Whereas the said J. F. being seized of and in all that Capital Messuage, or Mansion-House and Farm, commonly called by the Name of C. and divers other Lands, Tenements and Hereditaments in C. M. alias M. G. in the County of S. to which Capital Messuage and Premises, the Advowson, Donation, Right of Patronage, and free Disposition of the Rectory or Church of C. is reputed to belong and appertain; and whereas the said P. D. did for the Sum of, &c. of lawful Money of Great Britain, contract and agree to purchase of and from the said J. F. the said Capital Messuage, and all his Lands, Tenements and Hereditaments in C. W. M. G. in the said County of S. And whereas by Indentures of Lease and Release, bearing Date respectively the 12th and 13th Days of, &c. which was in the Year of our Lord, &c. the Release being tripartite, and made between the said J. F. by the Name of J. F. of L. Gent. Son and Heir of J. F. late of, &c. in the County of S. Gent. deceased, of the first Part, T. F. and A. F. Brother and Sister of the said J. F. the Son, of the second Part, and the said P. D. of the third Part, in Consideration of the said Sum of, &c. The said J. F. and T. F. and A. F. did grant and convey to the said P. D. and his Heirs, the said Capital Messuage, Mansion-House or Farm,

Farm, called by the Name of *C.* and all his Lands, Tenements and Hereditaments in *C. M.* and *M. G.* in the said County of *S.* in which said Indenture is contained a Covenant from the said *J. F.* for further Assurance, as by the said Indenture may appear: And whereas the said Advowson, if the said *J. F.* is any ways intituled thereunto, is either in gross or appendant, and is not named in the said Conveyance, and can only pass by the general Words therein contained, which may occasion several Suits, Disputes and Controversies, for Prevention whereof, the said *J. F.* hath agreed to grant, release and convey to the said *P. D.* and his Heirs, all such Estate, Right, Title, and Interest, as he hath in and to the said Advowson: Now this Indenture witnesseth, that the said *J. F.* as well in Performance of the said Agreement, and in Part of Performance of the said Covenant for further Assurance; and for and in Consideration of the Sum of 10 *s.* of, &c. to him the said *J. F.* in Hand paid by the said *P. D.* at or before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, him the said *J. F.* hereunto especially moving, he the said *J. F.* hath granted, bargained, sold, released, ratified and confirmed, and by these Presents doth fully, clearly, and absolutely grant, bargain, sell, release, ratify and confirm unto the said *P. D.* his Heirs and Assigns, all that the Advowson, Donation, free Disposition and Right of Patronage and Presentation of, in and to the Rectory, Church or Parsonage, *alias C.* with its Appurtenances in the said County of *S.* and all other Advowsons, Donations, free Dispositions and Rights of Patronage and Presentation of the said *J. F.* to any Church or Vicaridge in the said County of *S.* and the Reversion and Reversions, Remainder and Remainders of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand whatsoever, of the said *J. S.* and his Heirs, in and to the same; To have and to hold the said Advowson

son, Donation, free Disposition, Right of Patronage and Presentation, and Premisses, unto the said *P. D.* his Heirs and Assigns, to the only Use and Behoof of the said *P. D.* his Heirs and Assigns for ever; and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever; And the said *J. F.* for himself, his Heirs and Assigns, doth covenant, promise and grant, to and with the said *P. D.* his Heirs and Assigns by these Presents, that he the said *J. F.* hath not at any Time heretofore, made any prior or other Grant of the said Advowson, Donation, free Disposition, Right of Patronage and Premisses, or granted any Turn or Presentation thereunto, or done any Act, Matter or Thing, that shall or may incumber the Premisses hereby granted, in Title, Charge, Estate or otherwise howsoever. *In Witness, &c.*

A Release of Right from J. G. to M. W. of Freehold and Copyhold Lands.

- (3.) **T**HIS Indenture made, &c. between *J. G.* of *L.* Gent. Son and Heir of *J. G.* late of, &c. Gent. deceased, of the one Part, and *M. W.* of *L.* Esq; of the other Part: Whereas the said *J. G.* the Father, being seized, [*There were several Recitals in the Conveyance, in which Notice was taken, that J. G. the Father, made his Last Will and Testament, dated, &c. and therein and thereby devised the Estate to his Wife, and A. B. &c. Trustees, to be sold, which was accordingly done by the Direction of the Court of Chancery; and the said J. G. Party hereto joined with the said Trustees; and by this separate Deed for a further Consideration, and absolutely to extinguish his Right, make this present Conveyance.*] Now this Indenture witnesseth, that for the barring and extinguishing all the Estate, Right, Title and Interest of the said *J. G.* Party hereto, unto the said Freehold and Copyhold

hold Premisses so conveyed and surrendered to, or in Trust for the said *M. W.* as aforesaid, and for and in Consideration of the Sum of 11600 *l.* paid by the said *M. W.* for the absolute Purchase of the said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments and Premisses, and of the Sum of 10 *s.* of, &c. to the said *J. G.* Party hereto, by the said *M. W.* in Hand paid by the said *M. W.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations, him hereunto moving, he the said *J. G.* Party hereto, hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said *M. W.* his Heirs and Assigns, all the Estate, Right, Title, Claim and Demand whatsoever, both in Law and Equity, of him the said *J. G.* Party hereto, of, in, to or out of the Freehold or Copyhold Messuages, Lands, Tenements, Hereditaments and Premisses, so devised to be sold, by the Last Will and Testament of the said *J. G.* the Father, and decreed to be sold, and conveyed, and surrendered, in Pursuance of, and in Obedience to the said Decree of the said High Court of *Chancery*, as aforesaid; To have and to hold the said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments and Premisses, unto the said *M. W.* his Heirs and Assigns, to the only Use and Behoof of the said *M. W.* his Heirs and Assigns for ever; so that he the said *J. G.* Party hereto, his Heirs, Executors, Administrators or Assigns, shall not nor will at any Time hereafter, have, claim, challenge or demand any Estate, Right, Title or Interest, either in Law or Equity, of, in, to or out of the said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments and Premisses, or any Part or Parts, Parcel or Parcels thereof, by any Ways or Means whatsoever; but of and from all such Estate, Right, Title, Interest, and all other Demands whatsoever, of, in, to or out of the said

said Freehold and Copyhold, Messuages, Lands, Tenements, Hereditaments and Premisses, shall and will for ever hereafter be barred, and utterly excluded by these Presents. *In Witness, &c.*

A Release of Legacies, and also of all Right to the Estate charged with the Payment thereof.

- (4.) **T**O all Christian People to whom these Presents shall come, *J. W. of L.* sendeth Greeting: Whereas *J. W. of Lincoln's Inn, London, Gent.* in and by his Last Will and Testament in Writing, bearing Date on or about the tenth Day of *July, Anno Domini, &c.* therein reciting; that his Cousin *J. G. Gent.* had by his Will in Writing, dated on or about the fourteenth Day of *August, Anno Domini, &c.* appointed his Land in *C.* to be sold for the Payment of his Debts and Legacies, and made the said *J. W. of Lincoln's Inn*, his residuary Legatee, he the said *J. W. of Lincoln's Inn*, did devise to *R. G.* all his Equity to the real and personal Estate of the said *J. C.* upon Trust, (among others) To pay to the said *J. W.* Party to these Presents, the annual Sum of, *&c.* till his Age of 21 Years, and at that Age to pay him the said *J. W.* Party to these Presents the Sum of, *&c.* And whereas the Trustees named in the said *J. C.*'s Will did, together with the said *J. W. of Lincoln's Inn*, mortgage the said Lands, in *C.* to *P. C.* and *J. C.* and their Heirs, redeemable upon Payment of, *&c.* and Interest, which said Mortgaged Premisses, since legally vested in *R. B. of H.* in the County of *D.* Esq; and his Heirs, redeemable on Payment of, *&c.* and Interest: And whereas the said *R. B.* on or about the first Day of *May, Anno Domini, &c.* exhibited his Bill in the Honourable and High Court of *Chancery*, against the said *J. W. of Lincoln's Inn*, to foreclose his Equity

ty of Redemption, in and to the said Lands at C. and afterwards did duely foreclose him so that by Reason of the several Conveyances in Fee, executed by the said J. W. of *Lincoln's Inn*, after the Making his said Will, and the Foreclosure, the said J. W.'s Will became void, and the said J. W. of L. could not have any Benefit thereby: Now know ye, that for the Prevention of all Suits, and quieting the said R. B. in the Possession of the said mortgaged and foreclosed Premises, and in Consideration of the Sum of 5 s. of lawful Money of *Great Britain*, to him the said J. W. in Hand paid by the said R. B. at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said J. W. of L. hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said R. B. his Heirs, Executors and Administrators, and to the Executors and Administrators of the said J. W. of *Lincoln's Inn*, the said respective Legacies of, &c. a Year, till his Age of 21 Years, and the said Sum of, &c. payable at his Age of 21 Years, and all his Right, Title and Demand, in and to the same; and all Action and Actions, Cause and Causes of Actions, both at Law, Equity, or any Ecclesiastical Court, Property, Claim and Demand, in, to, for, touching or concerning the said Legacies, or either of them, or which he can or may challenge, claim or demand, by Virtue of the said Will of the said J. W. of *Lincoln's Inn*, or any Legacy, Bequest, Devise or other Matter or Thing whatsoever, contained in the said Will. And know ye further, that the said J. W. of L. for the Consideration aforesaid, hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said R. B. his Heirs and Assigns, in his actual Seisin and Possession now being, all such Estate, Right, Title and Interest, as he hath, or claimeth or can or may any Ways have or claim, either in Law or Equity,

quity, of, in or to all or any the Lands, Tenements or Hereditaments, late of the said *J. C.* or the said *J. W.* and now in the Possession of the said *R. B.* in or near *C.* afore said, in the said County of, &c. either by Reason of the said Legacies, or otherwise howsoever, so that he the said *J. W.* of *L.* his Heirs, Executors, Administrators and Assigns, of and from all such Right, Title and Interest, shall and will for ever hereafter be utterly barred and excluded by these Presents; and the said *J. W.* of *L.* for himself, his Heirs and Assigns, doth hereby covenant, promise and grant, to and with the said *R. B.* his Heirs and Assigns, that he the said *J. W.* of *L.* hath not at any Time heretofore assigned the Legacies, or either of them, or done any Act, Matter or Thing, whereby the said Lands at *C.* are or may be incumbered in Title, Charge, Estate, or otherwise howsoever. *In Witness* whereof, the said *J. W.* of *L.* hath hereunto set his Hand and Seal the tenth Day of *November* in the first Year of our Sovereign Lord, &c. and in the Year of our Lord God, &c.

A Release of a Power of Revocation.

- (5.) **T**O all to whom these Presents shall come, I Sir *T. L.* of, &c. Bart. send Greeting: Whereas [*Recite the Deed over the Uses, and then say,*] Provided, &c. [*just as the same is Verbatim,*] as in and by the said recited Indenture may appear. And whereas I the said Sir *T. L.* have, with the Concurrence of *R. L.* my now eldest Son, by Sale of the said Manor of *M.* and other Lands, Tenements and Hereditaments, and by Sale of a Messuage, and certain Lands in the County of *L.* raised the Sum of 7000*l.* and therewith prefer'd my Daughter in Marriage, which said Sum of, &c. so raised as afore said, I did agree should be in full Satisfaction, Extinguish-

guishment and Discharge of the said Power; so that the said Manors, Lands, Tenements and Hereditaments herein before mentioned, subject to the said Power, ought to be freed, released and exonerated from the said Power; and I did further agree, that I would absolutely release the said Power: Now know ye, that I the said Sir *T. L.* pursuant to the said Agreement, and for divers other good Causes and Considerations me hereunto especially moving, have released, extinguished and discharged, and by these Presents do fully, clearly and absolutely release, extinguish and discharge the said recited Power, for raising 7000*l.* as aforesaid, and all Lands, Tenements and Hereditaments therein comprized, or subject thereunto; so that I the said Sir *T. L.* shall not nor will, at any Time or Times hereafter, raise the same, or any Part thereof, or hereafter charge the said Manors, Lands, Tenements or Hereditaments, or any Part of the same, with the Payment thereof, or any Part thereof. *In Witness* whereof, I the said Sir *T. L.* have hereunto set my Hand and Seal, &c.

A Release of a Legacy.

TO all to whom these Presents shall come, I *M. F.* (6.)
Widow, Relict and Administratrix of all and singular the Goods and Chattels, Rights and Credits of *J. F.* late of, &c. Esq; deceased, send Greeting: Whereas *J. S.* by his Last Will and Testament in Writing, bearing Date, &c. did give to the Children of *J. D.* and his Wife, Daughter of the said *J. S.* the Sum of 600*l.* and of his said Will made *S. T.* of, &c. Esq; and *E. B.* Esq; his Executors, and some Time after died: And whereas *K. D.* left seven Children, whereof *J. F.* (the Intestate,) was one; and whereas the said *E. B.* is since dead; and whereas the said *J. F.* is lately dead intestate, and Letters of Administration of all and singular the
H 2 Goods

Goods and Chattels, Rights and Credits of the said *J. F.* have been duly granted to me by the Prerogative Court of *Canterbury*. Now I the said *M. F.* do hereby acknowledge to have had and received, of and from the said *S. T.* the Sum of 26 *l.* 11 *s.* 6 *d.* being in full for my Share, due to me as Widow and Administratrix of the said *J. F.* and I do hereby remise, release, and for ever discharge the said *S. T.* of and from the same, and of and from Actions, Suits and Demands concerning the same. *In Witness* whereof, I have hereunto set my Hand and Seal, &c.

A Release to the Executor by the Children of the Testator, for their Parts and Shares of their said Father's Estate given therein, and by his Last Will and Testament.

- (7.) **T**O all to whom these Presents shall come, *T. S.* of, &c. *J. S.* of, &c. *B. S.* of, &c. *R. S.* of, &c. and *S. S.* of, &c. send Greeting: Whereas *T. S.* late Citizen and Innholder of *London*, deceased, by his last Will and Testament, bearing Date, &c. did (among other Legacies,) give and bequeath unto his five Sons, or so many of them as should be living at the Time of his Decease, all his ready Money, Plate, Household Stuff, and all other his Goods, Chattels and Estate whatsoever, to be equally divided between them, Share and Share alike, and of his Will made and ordained *J. B.* of, &c. full and whole Executor; and by his said Will directed the Part or Share of his Son *T. S.* to be paid him by his Executor by 50 *s.* a Quarter, till the whole should be paid as by the said Will, Relation being thereunto had, may more fully appear: And whereas the said *J. B.* at the Request of the said *T. S.* and for his Advancement in the World, and enabling him to set up and carry on his Trade of

of a Tallow Chandler, which he now useth, hath consented and agreed to advance and pay unto him the said *T. S.* on the Sealing and Delivery hereof, all his said Part and Share of the Estate left him by his said late Father: And whereas the said *J. B.* hath made an equal Dividend of the Estate of the said *T. S.* deceased, given him by his Will, unto and amongst his said five Sons, to be paid to them the said *T. S. J. S. B. S. R. S.* and *S. S.* being the five Sons of the said *T. S.* deceased, that were living at the Time of his Decease, in full of their respective Parts and Shares of the said Estate: Now know ye, that they the said *T. S. J. S. B. S. R. S.* and *S. S.* on the Day of the Date of these Presents, have, each and every of them severally and respectively, had and received of and from the said *J. B.* the Sum of, *£*. a-piece, in full Payment and Satisfaction of and for their several and respective Parts and Shares of and in the said Estate, Goods and Effects of their said late Father, given and bequeathed unto them in and by his said Will, the several and respective Receipts of which said several and respective Sums of, *£*. each, they the said *T. S. J. S. B. S. R. S.* and *S. S.* do hereby severally and respectively acknowledge, and themselves to be therewith severally and respectively fully paid and satisfied, and of and from the same, and all Legacies and Bequests, and all Actions, Suits, Arrests, Troubles, Damages, Claims and Demands whatsoever, that shall in any wise happen or arise, for or concerning the same respectively, or any Part thereof, they the said *T. S. J. S. B. S. R. S.* and *S. S.* for themselves severally and respectively, and not jointly, and for their several and respective, and not joint Executors and Administrators, and for every of them, do remise, release, acquit and discharge the said *J. B.* his Executors and Administrators, and every of them, for ever, by these Presents. *In Witness* whereof, we the said *T. S. J. S. B. S. R. S.* and *S. S.* have hereunto set our Hands and Seals, the first Day of *July* in the fourth Year of our, *£*. and in the Year of our Lord God, *£*.

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A Bond relating to the above Release.

NOverint universi per presentes, nos Thomam S. Civem
 & T. C. de L. Johan' S. de paroch' Sancti Egidii in
 Campis in Com' M. Bookseller, Benjamin' S. de L. Nat'
 Ric' S. de L. Bookseller, & S. S. Civem & Vintner de L.
 teneri & firmiter Obligari Jacobo B. Civem & Stationer
 de L. in, &c.

Whereas T. S. late Citizen, &c. [*as above, till you come to Now know ye,*] Now the Condition of this Obligation is such, that if there shall happen to be any Debt or Debts of the said T. S. the Testator deceased, that shall appear to be due to any Person or Persons, or any other Claim or Demand on his said Estate not known or discovered; that then and in such Case, if they the said T. S. &c. their and every or any of their Heirs, Executors or Administrators, or some of them, do and shall, upon Request, well and truly pay, or cause to be paid and returned unto him the said J. B. his Executors, Administrators or Assigns, so much of their said several and respective Parts and Shares of the said Estate of the said T. S. their late Father, so by him the said J. B. paid to them respectively, as aforesaid, as shall pay and satisfy such Debt or Debts, or any other Costs, Charges, Damages, Expences, Claims and Demands, as shall at any Time or Times hereafter happen to appear to be due and owing from the said T. S. deceased, or his Estate, or for or by Reason or Means thereof, and also do and shall, from Time to Time and at all Times hereafter, well and sufficiently save, keep harmless and indemnified the said J. B. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels of and from all Suits, Costs, Charges, Expences, Damages and Demands whatsoever, which shall or may happen or arise, for or by Reason or Means of his the said J. B.'s Paying them the said T. S. J. S. B. S.
 R. S.

R. S. and *S. S.* their or any of their respective Parts and Shares of their said late Father's Estate as aforesaid, or otherwise howsoever, for or on Account of the same in any Manner of wise whatsoever; then this Obligation to be void and of none effect, or else to remain in full Force and Virtue.

A Release by a Man and his Wife of an Annuity granted to his Wife.

THIS Indenture tripartite, &c. between *J. T.* of, &c. (8.) and *S.* his Wife, of the first Part, *J. B.* of, &c. of *J. B.* sells the second Part, and the Right Honourable *C. Earl of O.* to the Executors of— &c. Executors of the Last Will and Testament of, &c. &c. Pre- deceased, of the third Part: Whereas by Indentures of misses charged with the said Lease and Release, bearing Date respectively, &c. and made or mentioned to be made between Sir *J. C.* of, &c. Annuity, and which of the one Part, and Sir *R. B.* of, &c. Knt. *J. N.* of, by this Release are discharged. &c. and *T. H.* of, &c. of the other Part, the said Sir *J. C.* for the Consideration therein mentioned, did, among other Manors, Messuages, Lands, Tenements and Hereditaments, grant and convey to the said Sir *R. B.* *J. N.* and *T. S.* their Heirs and Assigns, all and singular the Lordships, Manors, &c. of him the said Sir *J. C.* in the County of *Y.* and purchased by him of any Person and Persons whatsoever, before the Year of our Lord 1690, to the Use of the said *J. B.* and his Heirs, subject to and in Trust to pay to *D. B. E. B. R. B.* and *S. B.* Brothers and Sisters of the said *J. B.* the annual Sum of 100 *l.* a-piece, for and during their natural Lives: And whereas the said *D. B.* and *R. B.* are both since dead, and the said *E. B.* hath released his said Annuity of 100 *l.* *per Annum*, settled on him as aforesaid: And whereas the said *J. T.* by his Intermarriage with the said *S.* is become legally intitled to the said annual

nual Sum of 100 *l. per Annum*, in the Right of his said Wife : And whereas the said *C. E. &c.* have purchased of the said *J. B.* for the Sum of, &c. all those the Manors or reputed Manors of *W.* and *T.* and divers other Lands, Tenements and Hereditaments, situate in the said County of *Y.* which said Manors and Premises were Part of the Lands purchased by the said Sir *J. C.* before the Year of our Lord 1690, and vested in the said *J. B.* and his Heirs, subject to the said Rent-Charge, and the same among other Lands charged, still remained charged with the said Annuity of 100 *l.* granted to the said *S.* for her Life as aforesaid ; and the said *J. T.* and *S.* his Wife, have at the Request of the said *J. B.* agreed to discharge the said Manors, Lands, Tenements and Hereditaments, purchased by the said *C. Earl of O.* and, &c. as aforesaid, of and from the Payment of the said Annuity : Now this Indenture witnesseth, that in Performance of the said Agreement, and for discharging the said purchased Manors, Lands, Tenements and Hereditaments from the Payment of the said Annuity ; and for and in Consideration of the Sum of 100 *s.* of lawful Money of *Great Britain* to the said *J. L.* and *S.* his Wife, in Hand paid by the said *C. Earl of O. &c.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged ; and for divers other good Causes and Considerations the said *J. T.* and *S.* his Wife, hereunto especially moving, they the said *J. T.* and *S.* his Wife, at the Request and by the Direction of the said *J. B.* testified by the said *J. B.*'s being a Party to, and Signing and Sealing these Presents, have, and each of them hath, remised, released, and for ever quit-claimed, and by these Presents do, and each of them doth, remise, release, and for ever quit-claim unto the said *C. Earl of O. &c.* their Heirs and Assigns, the said Rent or annual Sum of 100 *l.* payable to the said *S.* Wife of the said *J. T.* for her Life as aforesaid ; and all Remedies, both at Law and in Equity, for recovering the same ; and also all such Estate

state, Right, Title, Interest, Property, Claim and Demand, which they the said *J. T.* and *S.* his Wife, have, or either of them hath, or of Right ought to have, of, in, to, or out of the said Manors, Lands, Tenements and Hereditaments so purchased by the said *C. Earl of R. &c.* as aforesaid, so that the said *J. T.* and *S.* his Wife, and each of them, of and from all such Interest, Claim and Demand, and all Distresses on the said Manors, Lands, Tenements and Hereditaments, shall and will be for ever hereafter barred by these Presents; and the said *J. T.* for himself, and the said *S.* his Wife, doth covenant, promise and grant to and with the said *C. Earl of O. &c.* and their Heirs, that he the said *J. T.* and *S.* his Wife, shall and will, on this side or before the End of *Michaelmas* Term next ensuing the Date of these Presents, levy before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, to the said *C. Earl of O. &c.* one or more Fine or Fines *sur Concesserunt*, or *sur Grant & Release*, of the said Rent of 100*l.* per *Annum*, which said Fine so to be levied as aforesaid, shall be and enure, and is hereby declared to be and enure, for the more effectual extinguishing the said annual Rent of 100*l.* and for exonerating and intirely discharging the said Manors, Lands, Tenements and Hereditaments herein before mentioned to be purchased as aforesaid, from the Payment thereof, or any Part thereof, and to no other Use, Intent and Purpose whatsoever; And further that they the said *C. Earl of R. &c.* their Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy the said Manors, Lands, Tenements and Hereditaments, purchased by them of the said *J. B.* as aforesaid, without any the lawful Let, Suit, Disturbance, Distress or Demand of the said *J. T.* and *S.* his Wife, or any claiming or to claim the said Rent or Sum of 100*l.* a Year, by, from or under them or either of them, and that freed and discharged of and from all Grants and Incumbrances of the said *J. T.* and *S.* his Wife, and of either of them: And lastly, it is

hereby declared and agreed, by and between all the said Parties to these Presents, that the said Manor, Lands, Tenements and Hereditaments herein before mentioned to be sold, shall be from henceforth discharged of and from the said annual Sum of 100*l.* and the Remedies for recovering thereof, and all Arrears thereof, if any now due and owing. *In witness, &c.*

A Release being a Purchase.

- (9.) **T**HIS Indenture made the, &c. between *R. M.* of, &c. Gent. of the one Part, and *R. N.* Citizen and Goldsmith of *London*, of the other Part, witnesseth, that for and in Consideration of the Sum of 650*l.* of, &c. to the said *R. M.* in Hand paid by the said *R. N.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof, as the full Consideration for the absolute Purchase of the Messuages or Tenements, Lands and Hereditaments herein after mentioned to be granted and released, he the said *R. M.* doth hereby acknowledge, and thereof, and of every Part or Parcel thereof, doth hereby acquit, release and for ever discharge the said *R. N.* his Heirs, Executors and Administrators by these Presents, and for divers other good Causes and Considerations him hereunto especially moving, he the said *R. M.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said *R. N.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made by the said *R. M.* by Indenture, bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year, commencing from the Day next before the Day of the Date of the same Indenture, for the Consideration

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tion of 10s. therein mentioned, and by Force and Virtue of the Statute for transferring Uses into Possession,) his Heirs and Assigns, all that Messuage or Tenement, with the Out-houses, Stables, Coach-houses, Gardens, Orchards and other the Appurtenances thereunto belonging, situate, lying and being, &c. now in the Possession of the said R. M. his Assigns or Under-tenants, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand whatsoever, both in Law and Equity, of him the said R. M. of, into, or out of the said Messuage, or Tenement and Premises, and every Part and Parcel thereof, and all Deeds, Evidences, Muniments and Writings, touching and concerning the said Premises only, or any Part or Parcel thereof only, which the said R. M. now hath in his Custody, or can come by without Suit in Law and Equity; together with true and authentick Copies of all such other Deeds, Evidences, Muniments and Writings, touching or concerning the said Premises, or any Part thereof, together with other Messuages or Tenements, Lands and Hereditaments, which he the said R. M. hath in his Power or Custody, or can come by without Suit in Law or Equity, the said Copies to be taken at the proper Costs and Charges of the said R. N. his Heirs or Assigns; To have and to hold the said Messuage or Tenement, and all and singular other the Premises hereby granted or intended so to be, with their and every of their Appurtenances, unto the said R. N. his Heirs and Assigns, to the only proper Use and Behoof of the said R. N. his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, and the said R. M. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said R. N. his Heirs and Assigns by these Presents, in Manner and Form following, (that is to say,) that for and notwithstanding any

Act, Matter or Thing by the said *R. M.* or by *M. E.* of
&c. or by *G. G.* of, *&c.* Uncle of the said *M. G.* or by
R. G. of, *&c.* and *J.* his Wife, deceased, or any of them,
committed or done to the contrary, he the said *R. M.*
immediately before the Ensealing and Delivery of these
Presents, is the true, rightful and lawful Owner, and
by good and just Right and Title is lawfully and right-
fully seized of and in all and singular the said Mes-
suage or Tenement and Premises, with their and every
of their Appurtenances, of a good, sure, absolute and
indefeazable Estate of Inheritance, in Fee-simple,
without any Manner of Condition, Trust, Power of
Revocation or Limitation of Use or Uses, or any other
Restraint, Cause, Matter or Thing whatsoever, to alter,
change, charge, defeat, incumber or make void the
same; and that for and notwithstanding any such Act,
Matter, Cause or Thing to the contrary as aforesaid, he
the said *R. M.* hath in himself good Right, full Power,
and lawful and absolute Authority, to grant, bargain,
sell, release and convey the said Messuage or Tene-
ment, and all and singular other the Premises, with their
and every of their Appurtenances, unto and to the Use of
the said *R. N.* his Heirs and Assigns for ever, according
to the true Intent and Meaning of these Presents; and
also that the said *R. N.* his Heirs and Assigns, shall and
may, from Time to Time and at all Times for ever
hereafter, peaceably and quietly have, hold, occupy,
possess and enjoy the said Messuage or Tenement, and
all and singular other the Premises, with their and
every of their Appurtenances, and receive and take the
Rents, Issues and Profits thereof, to and for his and
their own Use and Benefit for ever, without any law-
ful Let, Suit in Law or Equity, Trouble, Distur-
bance, Claim or Demand whatsoever, of or by the
said *R. M.* or his Heirs or Assigns, or of or by any
other Person or Persons whatsoever, lawfully claiming
any Estate, Right, Title, Interest, Property, Claim
or Demand whatsoever, either in Law or Equity, of, in,

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unto or out of the said Messuage, or Tenement and Premises, or any Part or Parcel thereof, from, by, or under him, or from, by, or under the said *G. G.* deceased, *R. G.* deceased, and *J.* his Wife, deceased, any or either of them, and that free and clear, and freely and clearly acquitted and discharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Rights and Title of Dower, Uses, Wills, Intails, Statutes Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Rents, Arrearages of Rent, Annuities, yearly Payments, Forfeitures, Debts of Record, Debts to the King, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had made, committed, done or suffered, or hereafter to be had, made, committed, done or suffered, by the said *R. M.* or his Heirs or Assigns, or by the said *G. G.* deceased, *R. G.* deceased, and *J.* his Wife, any or either of them, or any or either of their Heirs or Assigns, except one Indenture bearing Date, &c. and made between *T. S.* of the one Part, and the said *M. E.* of the other Part, whereby the said *T. S.* did demise the said Premises to the said *M. E.* for 500 Years, which said Term by mesne Assignments, vested in *W. D.* of, &c. Gent. and is agreed to be assigned to *P. C.* Trustee for the said *R. N.* in Trust for the said *R. N.* and his Heirs, one other Indenture dated, &c. whereby the said *T. S.* demised the said Premises to *H. W.* for 500 Years, which said Term also vested in the said *W. D.* and is agreed to be assigned to the said *P. C.* in Trust for the said *R. N.* and his Heirs, and an annual Rent of 40 *s.* hereafter to grow due and issuable, and payable for ever, out of the said Premises, or some Part thereof, unto or for the Use and Benefit of the Free School, in the Parish of *E.* in the County of *E.* being the Gift of the said *R. G.* deceased, only excepted and foreprized; and the said *R. M.* his Heirs and Assigns, and all and every other Person or Persons, having or lawfully claiming, or which can

can or may lawfully have or claim any Manner of Estate, Right, Title, Interest, Property, Claim or Demand, of, in, unto, or out of the said Messuage, or Tenement and Premisses, or any Part thereof, of, from, by, or under or in Trust for the said *R. M. M. E. G. G. R. G.* and *J.* his Wife, or any or either of them, except the said *P. C.* in Respect of the Residue of the said two Terms of of 500 Years and 500 Years, shall and will from Time to Time and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *R. N.* his Heirs, and Assigns, make, do, acknowledge, levy, suffer and execute, and cause, and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Deed and Deeds, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute conveying and assuring of the said Messuage, or Tenement and Premisses, or any Part or Parcel thereof, unto and to the Use of the said *R. N.* his Heirs and Assigns for ever, be it be Feoffment or Feoffments, Deed or Deeds inrolled or not inrolled, Fine or Fines, Common Recovery or Recoveries, or by any other lawful and reasonable Ways or Means whatsoever, as by the said *R. N.* his Heirs or Assigns, or his or their Counsel learned in the law, shall be reasonably devised or advised and required, so as the Party or Parties, that shall be required to make such further Assurance or Assurances, be not compellable, for the doing thereof, to travel from his, her or their respective Habitations, at the Time of such Request to be made; and so as such further Assurance and Conveyance contain or extend to no further or other Warranty or Covenant, than against the respective Persons that shall be required to make or join in such Assurances, and their respective Heirs and Assigns, Acts and Incumbrances: And it is hereby declared, covenanted and agreed, by and between all the said Parties to these Presents, that all and every

every such further Assurances to be had or made of the said Premises, or any Part thereof, shall be and enure to the only proper Use and Behoof of the said R. N. his Heirs and Assigns for ever; and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever. *In Witness, &c.*

A Release of Freehold, and Assignment of Leasehold.

THIS Indenture tripartite, made, &c. between R. R. (10.) of, &c. Esq; of the first Part, Sir B. L. of, &c. Bart. *Pursuant to a Covenant.* of the second Part, and A. C. of, &c. Esq; of the third Part: Whereas by Indentures of Lease and Release, bearing Date respectively the twenty-ninth and thirtieth Days of, &c. the Release being tripartite, and made or mentioned to be made between the said Sir B. L. and T. L. eldest Son and Heir apparent of the said Sir B. L. of the first Part, Sir P. M. of W. H. Knt. only Son and Executor of Sir P. M. late of G. S. in the County of M. Knt. of the second Part, and the said R. R. of the third Part, reciting among other Things, that the said R. R. had purchased of the said Sir B. L. the Manors or Lordships of N. S. and H. and divers Messuages, Lands, Tenements and Hereditaments in the County of S. for the Sum of 1300*l.* and had by the Direction of the said Sir B. L. out of the said Purchase paid off and discharged and satisfied the said Sir P. M. the Son, the Sum 10349*l.* 10*s.* secured by Mortgage on the Parish of H. alias H. St. M. B. in the said County of S. and the Manor, Lordship and Farm of G. and several Manors, Lands, Tenements and Hereditaments in G. S. &c. in the said County of S. and the third Part of several Hereditaments in the County of L. in the said Indenture particularly mentioned, and hereafter by these Presents granted, released,

leased, assigned and set over, or intended so to be: And whereas the said Sir *B. L.* and *T. L.* did agree with the said *R. R.* that the said Parish of *Osborne*, alias *Usborn*, and *St. M. B.* the Manor of *D.* and other the Messuages, Lands, Tenements and Hereditaments, in the said Indenture mentioned, and not purchased by the said *R. R.* should be a Security to the said *R. R.* to protect the Premises by him purchased, until a Common Recovery of the said purchased Manors and Premises should be had and suffered, and the Use thereof declared to be to the Use of the said *R. R.* and his Heirs. It is by the said Indenture tripartite witnessed, that for the Consideration aforesaid, and in Consideration of the Sum of 10*s.* to the said Sir *B. L.* *T. L.* and Sir *P. M.* the Son, in Hand paid by the said *R. R.* and for other Considerations therein mentioned, he the said Sir *P. M.* the Son, (by and with the Direction and Consent of the said Sir *B. L.* and *T. L.* testified as therein is mentioned, did bargain, sell, release and confirm the said Parishes of *H. &c.* *St. M. B.* and all and singular other the Premises, which in and by a certain Indenture, bearing Date on or about the ninth Day of *September*, which was in the Year of our Lord 1697, and made between the Reverend *A. M.* Doctor of, *&c.* of the one Part, and the said Sir *B. L.* of the other Part, were demised, granted, and to Farm letten unto the said Sir *B. L.* his Heirs and Assigns, for and during the natural Lives of him the said Sir *B. L.* Sir *S. E.* since deceased, and *R. E.* Esq; (now Sir *R. E.* Knt.) and since vested in the said Sir *P. M.* the Son, his Heirs and Assigns, for and during the natural Lives of Sir *B. L.* and Sir *R. E.* and the Life of the longer Liver of them; To have and to hold the said Parishes and Premises unto the said *R. R.* his Heirs and Assigns, during the natural Lives of the said Sir *B. L.* and Sir *R. E.* and the Life of the longest Liver of them, subject to the Rents and Covenants in the said recited Lease contained: And it is further witnessed, by the said Indenture tripartite of the thirtieth Day of *July* last

last past, that the said Sir *P. M.* by the Direction and with the Consent of the said Sir *B. L.* and *T. L.* testified also, as therein is mentioned, did bargain, sell, assign and set over unto the said *R. R.* all that the said Manor, or Lordship and Farm of *G.* in the said County of *S.* with its Rights, Members and Appurtenances thereunto belonging, and all the third Part of several Houses in the County of *L.* and all and singular other the Premises, which in and by a certain Indenture of Bargain, Sale and Demise, bearing Date the twenty-fourth Day of *January* in the Year of our Lord 1700, made between the said Sir *B. L.* of the one Part, and Sir *R. G.* of, &c. of the other Part, were granted and demised to the said Sir *R. G.* his Executors, Administrators and Assigns, for the Term of 2000 Years, and afterwards come to and vested in the said Sir *P. M.* the Son; To hold the said Manors, Lands and Premises unto the said *R. R.* his Executors, Administrators and Assigns, for the Residue of the said Term of 2000 Years then to come and unexpired, without Impeachment of Waste: Provided always, and it was by the said Indenture declared and agreed, by and between the said *R. R.* and the said Sir *B. L.* and *T. L.* that if the said Sir *B. L.* and *T. L.* should and did, before the End of *Michaelmas* Term then next ensuing, suffer one or more good Common Recoveries of the said Manors of *L. S.* and *H.* and other the Messuages, Lands, Tenements and Hereditaments, purchased by the said *R. R.* of the said Sir *B. L.* pursuant to the Covenants contained in an Indenture quadripartite, bearing also Date the said thirtieth Day of *July* last past, and made between the said Sir *B. L.* and *D. C.* his Wife, and the said *T. L.* of the first Part, the said Sir *P. M.* the Son, of the second Part, the said *R. R.* of the third Part, and *F. L.* of *Lincoln's Inn*, &c. of the fourth Part, that then and in such Case, he the said *R. R.* his Heirs, Executors or Administrators, should and would at the Requests, Costs and Charges in the Law of the said Sir *B. L.* his Heirs, Executors

or Administrators, reconvey the said Freehold Premises, and reassign the said Term of 2000 Years to the said Sir *B. L.* his Heirs, Executors, Administrators or Assigns, or to such Person or Persons, as he or they should appoint, free from all Incumbrances, &c. And whereas a Common Recovery of the said Manors of *L. S.* and *H.* and other the Premises purchased by the said *R. R.* as aforesaid, was in *Michaelmas* Term last past duly had and suffered, and the said Recovery declared to be to the Use of the said *R. R.* his Heirs and Assigns for ever: Now this Indenture witnesseth, that for and in Consideration of the said Recovery so suffered, and the Uses thereof so declared as aforesaid; and in Consideration of the Sum of 10*s.* of, &c. to the said *R. R.* in Hand paid by the said Sir *B. L.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof, &c. acknowledged, and for divers other, &c. moving, he the said *R. R.* in Performance of the said Agreement in the herein before recited Proviso contained, at the Request of the said Sir *B. L.* hath bargained, sold, released and confirmed, and by these Presents doth bargain, &c. unto the said Sir *B. L.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring Uses into Possession,) and to his Heirs, all that the aforesaid Parsonage of *Osborne* alias *Usborn*, and *St. M. B.* and all and singular other the Premises, which in and by the said herein before recited Indentures of Lease and Release, dated the twenty-ninth and thirtieth Days of *July* last past, were granted and conveyed to the said *R. R.* and his Heirs, for the Lives of the said Sir *B. L.* and Sir *R. E.* as aforesaid, and all the Estate, Right, Title, Claim and Demand whatsoever, of him the said *R. R.* of, into, or out of the said Premises; To have and to hold the said Parsonage and Premises, with their Appurtenances, unto the said Sir *B. L.* his

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his Heirs and Assigns, for and during the natural Lives of the said Sir *B. L.* and Sir *R. E.* and the Life of the longest Liver of them : And this Indenture further witnesseth, that for the Consideration aforesaid, and in Consideration of the Sum of 10*s.* of like lawful Money to the said *R. R.* in Hand paid by the said *A. C.* at or before, &c. the Receipt, &c. acknowledged, he the said *R. R.* at the Request, and by the Direction of the said Sir *B. L.* testified by his being Party to, and signing and sealing these Presents, hath bargained, sold, assigned, set over and transferred, and by these Presents doth bargain, sell, assign, set over and transfer unto the said *A. C.* his Executors, Administrators and Assigns, all that the Manor or Lordship and Farm of *G.* in the said County ; and also all the third Part of the several Houses in the County of *L.* and all and singular other the Premises in the said herein before recited Indenture of the thirtieth of *July* last contained, and which were by Indenture bargained, sold, assigned and set over by the said Sir *P. M.* the Son, to the said *R. R.* his Executors, Administrators and Assigns, for the Residue of the said Term of 2000 Years as aforesaid, and all the Estate, Right, Title, Term or Terms for Years, Property, Claim and Demand whatsoever, of the said *R. R.* of, into, or out of the said Manor, or Lordship and Farm, and other the said last mentioned Premises, every or any Part thereof ; To have and to hold the said Manor, Lands and Premises hereby assigned and set over, or intended so to be, with their and every of their Appurtenances, unto the said *A. C.* his Executors, Administrators and Assigns, from henceforth, for and during all the Rest, Residue and Remainder of the said Term of 2000 Years, yet to come and unexpired, without Impeachment of Waste, in Trust nevertheless for the said Sir *B. L.* his Heirs and Assigns, to the Intent the said Term may not be mortgaged, but may wait upon and attend the Reversion, Fee-simple and Inheritance of the said Manor and Premises, and may be liable and subject to such Dispositions,

tions, as the said Sir *B. L.* his Heirs or Assigns shall make thereof; and the said *R. R.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *B. L.* his Heirs, Executors, Administrators and Assigns, that he the said *R. R.* hath not wittingly or willingly done, committed or suffered any Act, Matter or Thing, whereby the said Premises hereby respectively granted and assigned, are or may be incumbered or impeached, in Title, Charge, Estate or otherwise howsoever. *In witness, &c.*

A Release: Two Persons, seized of an Estate which is Mortgaged to two other Persons, convey the same to be sold for the Payment of the Mortgage Debt.

(11.) **T**HIS Indenture tripartite made, &c. between *W. W.* of, &c. and *B. M.* of, &c. of the first Part, *N. J.* of, &c. and *W. D.* of, &c. of the second Part, and *W. J.* of, &c. and *W. V.* of, &c. of the third Part: Whereas the said *W. W.* and *B. M.* stand seized to them and their Heirs, of and in the Capital Messuage or Mansion-House, called *B.* in the Parish of *L.* in the County of *H.* and all and singular the Houses, Outhouses, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Fish-Ponds, Moats and Appurtenances, to the said Capital Messuage belonging, containing about 15 Acres, and all that, &c. And whereas the said Premises are mortgaged to the said *N. J.* and *W. D.* for 500*l.* Now this Indenture witnesseth, that for the better securing and speedier raising the said mortgage Debt of 500*l.* and all Interest due or to grow due for the same, and in Consideration of the Sum of 10*s.* of, &c. to the said *W. W.* and *B. M.* in Hand paid by the said *W. J.* and *W. V.* at and before, &c. and for other good Causes, &c. especially moving,

moving, they the said *W. W.* and *B. M.* by the Direction and Appointment of the said *N. J.* and *W. D.* testified by their being Parties to and Signing and Sealing these Presents, have, and each of them hath, bargained, sold, assigned, released and confirmed, and by these Presents do, and each of them doth, bargain, &c. unto the said *W. J.* and *W. V.* [*in their actual Possession, &c. as in others.*] all that the said Capital Messuage, &c. and the Reversion, &c. and all the Estate, &c. of the said *W. W.* and *B. M.* in and to the same; To have and to hold the said Capital Messuage, &c. unto the said *W. J.* and *W. V.* their Heirs and Assigns, to the only Use and Behoof of the said *W. J.* and *W. V.* their Heirs and Assigns for ever, on the Trusts and Confidences, and to the Ends, Intents and Purposes herein after mentioned, (that is to say,) upon Trust, that they the said *W. J.* and *W. V.* and the Survivor of them, and the Heirs of such Survivor shall and do, as soon as conveniently may be, sell the said Capital Messuage, and all and singular the said Premises hereby bargained and sold, or intended so to be, ^{Power to sell.} and by and out of the Money arising by such Sale, in the first Place, pay off and discharge the said Mortgage Debt of 500 *l.* and all Interest due, or to grow due for the same, together with the Costs, Charges, Damages and Expences of the said *N. J.* and *W. D.* and after Payment thereof on this further Trust, to pay the Residue ^{Further Trust.} of the Money arising by such Sale, the said Trustees Charges and Expences, occasioned by the Trust in them reposed, being first deducted, to such Person and Persons, and to such Use and Uses, and on such Trusts as ^{And apply to pay the Surplus to the same Uses as the said Premises stood before the Sale. Covenant severally.} the said Premises hereby bargained and sold were liable to, at and before the Execution of this Present Conveyance; and the said *W. W.* and *B. M.* each for himself severally, and not jointly, nor one of them for the other, or for the Act, Heir, Executor or Administrator of the other, doth hereby covenant, promise and grant, to and with *W. J.* and *W. V.* their Heirs and Assigns, that it shall and may be lawful to and for the

*Trustees to
enjoy on the
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foresaid.* the said *W. J.* and *W. V.* their Heirs and Assigns, on the Trusts aforesaid, peaceably and quietly to have, hold, occupy, possess and enjoy the said Capital Messuage, Lands, Tenements, Hereditaments and Premises hereby bargained and sold, or intended so to be, without any the Let, Suit or Disturbance of or by the said *W. W.* and *B. M.* or any claiming or to claim, by, from or under them, or by their Means, Consent, Privy or Procurement. *In Witness, &c.*

To be executed by all Parties.

A Release of Right, from P. D. to C. D. his Son, of, in, to all, &c. granted and conveyed by Sir E. S. to the said P. D. and C. D. and their Heirs, to the Use of them and their Heirs, in Trust for the said P. D. and his Heirs.

(12.) **T**HIS Indenture made, &c. between *P. D.* of, &c. Esq; of the one Part, and *C. D.* Esq; Son and Heir apparent of the said *P. D.* of the other Part: Whereas by Indenture of Bargain and Sale, inrolled in Chancery dated on or about the tenth Day of February, which was in the Year of our Lord 1719, Sir *E. S.* of, &c. Knt. for the Consideration therein mentioned, did grant and convey to the said *P. D.* and *C. D.* and their Heirs, to the Use of them and their Heirs, in Trust for the said *P. D.* and his Heirs, all that the Manor of *M.* in the County of *K.* and divers other Lands, Tenements and Hereditaments, therein and herein after particularly mentioned, (except as therein is excepted,) as in and by the said Indenture, relation being thereunto had, may more fully and at large appear: And whereas it was the Intention of the said *P. D.* at the Time of the said Purchase, that the said Farms, Land and Tene-
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ments in the said Indenture mentioned should be purchased for the Benefit of his said Son *C. D.* Except the Manor and Royalty of *M.* which the said *P. D.* resolved to reserve and keep to himself: Now this Indenture witnesseth, that the said *P. D.* for and in Consideration of the natural Love and Affection which he hath and beareth to the said *C. D.* his Son, and for divers other good and valuable Considerations him hereunto moving, he the said *P. D.* remised, released, and for ever quit-claimed and confirmed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said *C. D.* his Heirs and Assigns, all such Estate, Right, Title, Interest, Property, Claim and Demand, both in Law and Equity, which he the said *P. D.* hath or ought to have, or can or may claim, of, in, and to all that Messuage or Tenement in *M.* aforesaid, formerly in the Occupation of *T. W.* and all Yards, Backsides, Orchards, Gardens, Lands and Appurtenances to the same belonging, and all that, &c. and all other the Lands and Tenements of the said *P. D.* purchased of the said Sir *E. S.* as aforesaid, except the Manor of *M.* and the Quit-Rents, Chief-Rents, Leet, Royalties, Priviledges, Heriots and other Services to the said Manor belonging; To have and to hold the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, (except as is herein before excepted,) unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of him the said *C. D.* his Heirs and Assigns for ever; so that he the said *P. D.* no Manner of Estate, Right, Title, or Interest, shall and will have, challenge, claim or demand, in or to the said Premises hereby released, or any Part or Parcel thereof, but of and from all such Estate, Right, Title and Interest, shall and will for ever hereafter be barred by these Presents; and the said *P. D.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *C. D.* his Heirs and Assigns in Manner and Form following, (that
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is to say,) that he the said *P. D.* hath not, at any Time, heretofore, wittingly or willingly done, committed or suffered any Act, Matter or Thing, whereby or by Means whereof the said Premisses are or may be incumbered in Title, Charge, Estate, or otherwise howsoever; and further, that he the said *P. D.* shall and will at any Time hereafter, upon the reasonable Request, Costs and Charges in the Law, of the said *P. D.* his Heirs or Assigns, do or cause to be done any further or other lawful and reasonable Act, Matter or Thing, for the further and better assuring, releasing and confirming the said Premisses to the said *C. D.* his Heirs and Assigns, be it by Fine or Fines, Common Recovery or Common Recoveries, or by any other lawful or reasonable Conveyance and Assurance in the Law whatsoever, as by the said *C. D.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. *In Witness, &c.*

This Indenture made, &c. between Sir *T. C.* of, &c. Bart. *R. H.* of, &c. Esq; *H. P.* of, &c. Esq; and *N. P.* of, &c. Esq; of the one Part, and the Reverend *J. W.* Doctor in Divinity, the Principal, Fellows and Scholars of *J. College*, within the City and University of *Oxford*, of *Queen E's* Foundation, of the other Part, witnesseth, that as well for and in Consideration of the Sum of 1:00*l.* of, &c. to the said Sir *T. W. R. H. H. P.* and *N. P.* in Hand well and truly paid by the said Principal, Fellows and Scholars, at the Execution of these Presents, the Receipt whereof they the said Sir *T. W. R. H. H. P.* and *N. P.* do, and each and every of them doth hereby acknowledge and confess, and thereof and of every Part and Parcel thereof, do and each of them doth, by these Presents, release, acquit and discharge the said Principal, Fellows and Scholars, and their Successors, as also for divers other good and valuable Considerations hereunto especially moving, they the said Sir *T. W. R. H. H. P.* and *N. P.* have, and each and every

every of them hath, granted, aliened, bargained and sold, and by these Presents do and each and every of them doth grant, assign, bargain and sell unto the said Principal, Fellows and Scholars, and their Successors, all that the Advowson, Patronage, Right of Patronage, Gift, Nomination, Presentation, free Disposition and Donation, of, in and to the Parish Church of, &c. in the County of *L.* with all and singular the Rights, Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever, of the said Sir *T. W.* &c. and of each and every of them, of, in and to the said Advowson and Premises, together with all Deeds, Evidences and Writings, touching or concerning the same, which are now in their, any or either of their Custody or Possession, or which they, or any, or either of them can or may come by without Suit in Law ; To have and to hold the said Advowson, Patronage, Right of Patronage, Gift, Nomination, Presentation, free Disposition and Donation, of, in and to the said Parish Church of, &c. aforesaid, with its Rights, Members and Appurtenances, unto the said Principal, Fellows and Scholars and their Successors, to the only Use of the said Principal, Fellows and Scholars and their Successors for ever ; and the said Sir *T. W.* for himself, his Heirs, Executors and Administrators, doth by these Presents covenant with the said Principal, Fellows and Scholars and their Successors, that he the said Sir *T. W.* hath not heretofore made, done, committed or executed, or wittingly or willingly suffered to be done any Act, Matter or Thing, whereby or where-with the said Advowson with its Rights, Members and Appurtenances, is or may be charged, impeached or incumbered in Title, Charge, Estate or otherwise howsoever, [*the like for R. H. and the like for N. P.*] and the said *H.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant with the said Principal, Fellows and Scholars,

and their Successors by these Presents, in Manner following, (that is to say,) that for and notwithstanding any Act, Matter or Thing whatsoever, by them the said Sir *T. W. R. H. H. P.* and *N. P.* any or either of them, or by Sir *H. P.* at any Time heretofore done, committed or executed to the contrary, they the said Sir *T. W. R. H. H. P.* and *N. P.* are, or some, or one of them is seized of the said Advowson and Premises, of a good, sure, perfect and absolute Estate of Inheritance in Fee-simple, and that for and notwithstanding any such Act or Thing as aforesaid, they the said Sir *T. W. R. H. H. P.* and *N. P.* have, or some, or one of them, hath good Right, full Power and lawful Authority to grant and convey the said Advowson and Premises unto the said Principal, Fellows and Scholars, and their Successors, according to the true Intent and Meaning of these Presents; and further that he the said *H. P.* and the said Sir *H. P.* deceased, have not, nor either of them hath at any Time heretofore, done, or wittingly or willingly suffered to be done, any Act, Matter or Thing whatsoever, whereby the said Advowson, with its Rights, Members and Appurtenances, is or may be impeached, charged or incumbered, in Title, Charge, Estate or otherwise howsoever; and that the said Advowson, with its Rights, Members and Appurtenances, from henceforth for ever hereafter shall remain, continue and be unto the said Principal, Fellows and Scholars, and their Successors, free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Uses, Jointures, Dowers, Intails, Estates and Incumbrances whatsoever, had, made, committed, done, acknowledged or suffered by the said *H. P.* or by the said Sir *H. P.* deceased; and further, that they the said Sir *T. W. R. H. H. P.* and *N. P.* and their Heirs, Executors and Administrators, and every of them, and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any Time or Times hereafter

after have or lawfully claim any Estate, Right, Title or Interest, of, in, or to the said Advowson, with its Rights, Members and Appurtenances, or of, in, or to any Parcel thereof, by, from or under the said Sir *T. W. R. H. H. P.* and *N. P.* or any or either of them, or by, from or under the said Sir *H. P.* deceased, shall and will, from Time to Time and at all Times hereafter, within the Space of fifteen Years, upon the reasonable Request, and at the Costs and Charges, in the Law, of the said Principal, Fellows and Scholars, or their Successors, make, do, acknowledge, levy, suffer, perform and execute, or cause to be made, done, acknowledged, levied, suffered, performed and executed, all and every such further and other lawful and reasonable Act, Matter or Thing, or Acts, Matters or Things, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute Conveying and Assuring the said Advowson, with its Rights, Members and Appurtenances, unto the said Principal, Fellows and Scholars, and their Successors, to the Use of the said Principal, Fellows and Scholars, and their Successors for ever, as by the said Principal, Fellows and Scholars, and their Successors, or their Counsel learned in the Law, shall be reasonably devised, advised and required, so as such further or other Assurances, or any of them, do or shall not contain any further or other Covenants, than only against the Parties thereunto respectively; and so as the Party or Parties, that shall be required to make such further or other Assurances, be not compelled to travel further than the Space of ten Miles from their Abodes, for doing thereof. *In Witness* whereof to the one Part of these Indentures, remaining with the said Principal, Fellows and Scholars, the said Sir *T. W. R. H. H. P.* and *N. P.* have set their Hands and Seals, and to the other Part thereof, remaining with the said Sir *T. W. R. H. H. P.* and *N. P.* the said Principal, Fellows and Scholars have set their common Seal, the Day and Year first above written.

A Release of a Promise (and Watch,) relating to a Watch.

- (13.) **I** *W. O. Esq;* Son and Heir of *R. O. late of London,* *Esq;* do hereby acknowledge, that *E. U. of the Parish of St. A. H. in the County of M. Gent.* hath this Day paid me the Sum of 12 *l.* 12 *s.* in full of a Promise by him made, touching a Watch, to be given me on Sale of a certain Farm in *B.* now in the Occupation of *D. B. sold to M. B.* I do hereby release and discharge the said *E. U.* from all Promises, Actions and Demands, touching the said Watch or relating thereunto. *Witness my Hand and Seal this tenth Day of July One Thousand, &c.*

*Sealed and delivered in the
Presence of*

J. W.

A Release where Lands are purchased with Personal Estate, and settled according to Uses declared in a Will.

- (14.) **T** HIS Indenture quadripartite, made, &c. between *T. M. of, &c. Esq;* heretofore called *T. B. only Son and Heir of W. B. and A. his Wife,* which said *A.* was sole Daughter and Heiress of *C. M. late of, &c. deceased,* of the first Part, *C. N. of, &c. Esq;* and *J. F. the elder, of, &c. Esq;* of the second Part, *H. C. of, &c. Esq;* *J. D. of, &c. Gent.* of the third Part, and *B. B. of, &c. Gent.* of the fourth Part: Whereas *H. M. late of, &c. Esq;* in and by his Last Will and Testament, dated, &c. did give, devise and bequeath all his Mortgage, Bank Stock, South-Sea Company Stock, East-India Stock, Annuities, commonly called South-Sea Annuities,

Annuities, unto the aforefaid *T. M. C. N.* and *J. F.* the Elder, and to the Survivor and Survivors of them, and the Executors and Administrators of fuch Survivor, upon Trust, and to the Intent that they fhould, fo foon as poffible, therewith buy or purchafe Manors, Meffuages, Lands and Tenements, in the Counties of *S.* or *T.* of good freehold Eftate or Copyhold of Inheritance, and pay for the fame by and out of the Monies and Produce that fhould arife, or be made by the calling and receiving in the Monies on the faid Mortgages, or affigning them over to others; and by Sale or Transfer of the faid Stocks and Annuities, and settle the fame Manors, Meffuages, Lands and Tenements fo bought or purchafed, to the fame Ufes, Intents and Purpofes, as in the faid Will, and herein after is mentioned; and the faid Teftator, after his Debts and funeral Charges in his faid Will particularly mentioned, fatisfied and paid, devised all the Reft and Refidue of his Perfonal Eftate, Goods, Chattels, Plate and Jewels, to his Executors, upon Trust, that they fhould difpofe thereof to the beft Advantage, and with the Money, as foon as poffible, therewith buy or purchafe Manors, Lands and Tenements in the fame Counties, and let the fame to the fame Perfons, and to the fame Ufes, Intents and Purpofes, as in the faid Will of the faid *H. M.* and herein after is mentioned, and of his faid Will, the faid *H. M.* did conftitute and appoint the faid *T. M. C. N.* and *J. F.* the Elder, his Executors and Administrators in and by the faid Laft Will and Teftament of the faid *H. M.* duly proved in the Prerogative Court of *Canterbury*, Relation being thereunto had, it doth and may more fully and at large appear; and whereas the faid *T. M.* being feized to him and his Heirs, of the Manor of *W.* the Meffuage called *G.* and divers Lands, Tenements and Hereditaments herein after particularly mentioned, of a good Eftate of Inheritance in Fee-fimple of the yearly Value of 140*l.* hath in Confideration of the Sum of, &c. being the full Confideration for the absolute Purchase

chafe of the said Premisses, agreed to grant and convey the same to such Uses, Intents and Purposes, as the Manors, Lands, Tenements and Hereditaments, in and by the said herein before recited Will of the said *H. M.* directed to be purchased, are declared should be settled, which the said *C. N.* and *J. F.* the Elder, have agreed to. Now this Indenture witnesseth, that for and in Consideration of the Sum of, *£c.* of lawful Money of *Great Britain*, (which said Sum of, *£c.* is Part of the Personal Estate of the said *H. M.* deceased,) to the said *T. M.* in Hand paid by the said *C. N.* and *J. F.* the Elder, at or before the Ensealing and Delivery of these Presents, the Receipt whereof the said *T. M.* doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth acquit, release, and for ever discharge the said *C. N.* and *J. F.* the Elder, their Heirs, Executors and Administrators by these Presents; and for and in Consideration of the further Sum of *5 s.* of like Money, to the said *T. M.* in Hand also paid by the said *B. B.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof, is hereby also acknowledged, and for other good Causes and Considerations hereunto especially moving, he the said *T. M.* by the expresse Direction and Appointment of the said *C. N.* and *J. F.* the Elder, testified by their being Parties, and Signing and Sealing these Presents, hath granted, bargained, sold, aliened released and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said *B. B.* (in his actual Possession, now being by Virtue of a Bargain and Sale to him thereof made, by Indenture bearing Date the Day next before the Day of the Date of these Presents, for the Consideration therein mentioned, and by Force and Virtue of the Statute for transferring Uses into Possession,) his Heirs and Assigns, all that the Manor of *W.* with the Rights, Members and Appurtenances, in the County of *K.* and all that Messuage or Tenement called *G. £c.* in the

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the County of *K.* and all Lands, &c. and the Reversion, &c. and all the Estate, &c. of the said *T. M.* of, in and to the same, and all Deeds, Evidences, Muniments and Writings, &c. the said Copies to be taken at the proper Costs and Charges of the said *C. N.* and *J. F.* the Elder; To have and to hold the said Manors, Messuages, Lands, Tenements Hereditaments, and all and singular other the Premises hereby granted and released, or intended so to be, with their and every of their Rights, Members and Appurtenances, unto the said *B. B.* his Heirs and Assigns, to the several Uses, Intents and Purposes, and on the Trusts, and subject to the Provisoos and Limitations herein after mentioned, declared and expressed, (that is to say,) to the Use and Behoof of the said *T. M.* for and during the Term of ten Years, from the Date of the said herein before recited Will of the said *H. M.* if he the said *T. M.* shall so long live, and if *M. B.* in the Will mentioned, Wife of *T. B.* of, &c. late *M. M.* half Sister of the said *H. M.* shall not have Issue Male born of her Body, during the said Term of twelve Years; but in Case the said *M. B.* shall have Issue Male born of her Body, within the said Term of twelve Years, then to the Use and Behoof of the first Son of the Body of the said *M. B.* issuing, and the Heirs Male of the Body of such first Son to be begotten; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, and all and every other Sons of the said *M. B.* to be begotten severally and successively, and in Remainder one after another, as they and every of them shall be in Seigniority of Age, and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the Elder of such Sons, and the Heirs Males of his and their Body and Bodies issuing, being always to be preferred, and to take before the Younger of such Sons, and the Heirs Males of his and their Bodies issuing; and in Default of such Issue, to the Use and Behoof of the said *T. M.* for
and

and during the Term of his natural Life, and from and after the Determination of that Estate, then to the Use and Behoof of the said *H. C.* and *J. D.* and their Heirs, for and during the Life of the said *T. M.* upon Trust to preserve the contingent Remainders herein after limited from being destroyed; and for that End and Purpose to make Entries and bring Actions, as Occasion shall require; but nevertheless to permit and suffer the said *T. M.* to receive the Rents and Profits of the said Premises hereby granted and released, during the Term of his natural Life; and from and after his Decease, then to the Use and Behoof of the first Son of the Body of the said *T. M.* lawfully to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; and in Default of such Issue, then to the Use and Behoof of the second, third, fourth, fifth, and all and every other Son and Sons of the Body of the said *T. M.* lawfully to be begotten, severally, successively and in Remainder, one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Males of the several and respective Body and Bodies lawfully Issuing; the Elder of such Sons, and the Heirs Males of their Body and Bodies issuing, being always to be preferred, and to take before the younger of such Sons, and the Heirs Males of his and their Body and Bodies issuing; and in Default of such Issue, then to the Use and Behoof of the Right Heirs of the said *T. M.* for ever: And the said *T. M.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *C. N.* and *J. F.* the Elder, their Heirs, Executors and Administrators by these Presents, that the said *T. M.* at the Time of the Ensealing and Delivery of these Presents, is justly, lawfully and absolutely seized of the said Manor, Messuages, Tenements, Lands, Hereditaments and Premises, hereby granted and released, or intended so to be, with their and every of their Rights, Members and Appurtenances, of a good,

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sure, absolute and indefeazable Estate of Inheritance in Fee-simple, and hath in himself good Right, full Power, and lawful and absolute Authority to grant the same, to the Uses aforesaid; and that the same Premises shall be accordingly enjoyed, without any the Let, Suit or Disturbance of the said *T. M.* his Heirs or Assigns, or any claiming or to claim, by, from or under the said *W. B.* and *A.* his Wife, both deceased, late Father and Mother of the said *T. M. C. M.* late Grandfather of the said *T. M.* or any other the Ancestors of the said *T. M.* and that free from all manner of Titles, Charges, Estates or Incumbrances whatsoever, had, made, done, committed or suffered by the said *T. M. W. B.* and *A.* his Wife, Father and Mother of the said *T. M.* or the said *C. M.* his Grandfather, or any or either of them, or any claiming or to claim, by, from or under them, any or either of them; and further, that the said *T. M.* [*as in others.*] *In Witness, &c.*

A Release of a Trust, and of all Actions.

TO all to whom these Presents shall come, *R. B.* of, (15.)
&c. Gent. Administrator, with the Will annexed,
 of Sir *E. L.* late of, *&c.* Bart. deceased, sendeth Greeting:
 Whereas the said Sir *E. L.* did in his Life-Time purchase 4000*l.* Stock in the *South-Sea* Company, in the Name of *A. D.* of, *&c.* Esq; and whereas all the Interest incurred and grown due for the said Stock, during the said Sir *E. L.*'s Life-Time, was received by the said Sir *E. L.* and the said *A. D.* hath received since his Death for the Interest of the said Stock, the Sum of 200*l.* lawful Money of *Great Britain*: And whereasthe said *A. D.* at the Request of the said *R. B.* hath transferred the said Stock to him the said *R. L.* and paid him the said *R. L.* the Sum of, *&c.* in full of all Money due

on the said Trust Account: Now know ye, that the said *R. L.* doth hereby acknowledge, that the said *A. D.* hath transferred the said *South-Sea Stock* to the said *A. D.* and paid the said Sum of, *£* to him, in full Performance of the Trust reposed by the said *Sir E. L.* in the said *A. D.* and therefore the said *Sir R. L.* doth hereby acquit, release, and discharge the said *A. D.* his Heirs, Executors and Administrators, of and from the said Trust and Trust-Money, and all Action and Actions, Cause and Causes of Action, Sum and Sums of Money, Accounts, Reckonings, Claims and Demands whatsoever, from the Beginning of the World to the Day of the Date of these Presents. *In Witness, &c.*

A Release to one that paid 20 l. to be freed from keeping a Bastard Child.

(16.) **T**O all Christian People, *£* We *A. B.* of, *£* and *C. D.* of *£* the now (present) Overseers of the Poor for the said Parish of *B.* send greeting: Whereas there was a Bastard Child born within the said Parish of *B.* begotten on the Body of one *H. E.* and whereas *R. C.* of, *£* is adjudged the reputed Father thereof; and whereas it is agreed by and between the said *A. B.* and *C. D.* and the rest of the Inhabitants of the said Parish of *B.* and the said *R. C.* that for and in Consideration of the Sum of 20 l. of, *£* to be paid to us the Overseers for the Poor, by the said *R. C.* we the said Overseers and our Successors, and the Rest of the Inhabitants of the said Parish of *B.* should provide for and take Care of and maintain the said Child, and save harmless and indemnify the said *R. C.* of and from the keeping and maintaining it, and of and from all Taxes, Charges and Payments now already or hereafter to be taxed or charged upon the said *R. C.* for or in Respect thereof:

Now

Now know ye, that we the said *A. B.* and *C. D.* have, according to, and in full of the said Agreement, had and received of the said *R. C.* the Sum of 20 *l.* and do by and with the Consent and Direction, and for and in the Behalf of ourselves, and the Rest of the Inhabitants of the said Parish of *B.* acquit, release, and for ever discharge him the said *R. C.* from the said Sum of 20 *l.* and of and from the Keeping or Maintaining the said Child, and of and from all Taxes, Charges and Payments now or hereafter to be taxed or charged upon the said *R. C.* for or concerning the same. *In Witness, &c.*

A Release of Thirds and customary Estate, by Vir- To the Heir
tue of the Custom of the City of London, or other- at Law.
wife.

K NOW all Men by these Presents, That I *R. R.* (17.)
 Widow and Relict of *R. R.* late of *L.* deceased, as well in Performance of a certain Agreement, mentioned and contained in certain Indentures, bearing equal Date herewith, and made or mentioned to be made between me the said *R. R.* of the one Part, and *E. R.* of *L.* Goldsmith, my only Child, of the other Part, as for divers other, &c. hereunto especially moving, have remised, released, and for ever quit-claimed, and by these Presents do fully, clearly and absolutely remise, release, and for ever quit-claim unto *N. O.* of, &c. Esq; and *N. P.* of, &c. Goldsmith, Executors of the Last Will and Testament of the said *R. R.* my Husband, all my Thirds, customary Estate, Right, Title and Interest, of, in and to the Personal Estate of the said *R. R.* my Husband, due to me, either by the Custom of the City of *London*, or otherwise howsoever; and all Action and Actions, Cause and Causes of Actions, Suits, both in Law,
 M 2 Equity,

Release.

Equity, in the Spiritual, Mayor's Court, or any Court whatsoever, Bonds, Bills, Specialties, Trespasses, Damages, Actions and Demands whatsoever, which against the said *N. O.* and *N. P.* as Executors aforesaid, I ever had, or which I, my Heirs, Executors or Administrators shall or may have, challenge, claim or demand, of, in, to or out of the Assets and Personal Estate of my said Husband, by Virtue of the Custom of *London*, or otherwise, for or by Reason of any Matter, Cause or Thing whatsoever, or otherwise howsoever, from the Beginning of the World to the Day of the Date of these Presents. *In Witness* whereof, I the said *R. R.* have hereunto set my Hand and Seal, this first Day of *June* in the fifth Year of, *Ec. Annoq; Domini, Ec.*

Scaled, &c.

A Release of Gavelkind Lands by the elder Brother, with the Concurrence of the younger Brothers.

- (18.) **T**HIS Indenture made, *Ec.* between *M. B.* of, *Ec.* and *E.* his Wife, *J. B.* and *H. B.* both of *L. M.* the three Surviving Nephews and Heirs in Gavelkind of *W. B.* late of, *Ec.* in the County of *K.* deceased, of the one Part, and *C. K.* of, *Ec.* of the other Part, witnesseth, that for and in Consideration of the Sum of *Ec.* of, *Ec.* to the said *W. B.* in Hand well and truly paid by the said *C. K.* at or, *Ec.* of these Presents, being the Consideration Money for the absolute vesting of the Estate of Inheritance in Fee-simple, in Possession, of and in the Manor, Capital Messuage, Messuages or Farms, Lands and Hereditaments herein after mentioned to be hereby released, and being the same Sum of, *Ec.* mentioned to be the Consideration of an Indenture of Bargain and Sale, bearing even Date herewith,

with,

with, and made between the said *M. B.* of the one Part, and the said *C. K.* of the other Part, and intended to be inrolled in the High Court of *Chancery*, (the Receipt of which said Sum of, &c. the said *M. B.* doth hereby acknowledge,) and thereof, and of every Part and Parcel thereof, doth acquit, exonerate and discharge the said *C. K.* his Heirs, Executors, Administrators, and every of them by these Presents, and of the Sum of 10*s.* of like Money, to the said *J. B.* and *H. B.* in Hand likewise paid by the said *C. K.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for discharging and extinguishing all Right, Claim and Demand, which the said *J. B.* and *H. B.* or either of them, have or hath in or to the said Manor, Capital Messuage, Messuages or Farms, Lands and Hereditaments herein after mentioned to be hereby released, the said *M. B.* and (at his Instance and Request, testified by his being Party to, and Sealing these Presents,) the said *J. B.* and *H. B.* have, and every of them hath granted, bargained, sold, released and confirmed, and by these Presents do, and every of them doth, grant, bargain, sell, release and confirm unto the said *C. K.* (in his actual, &c.) and his Heirs and Assigns, all that Manor, &c. and the Reversion, &c. and all the Estate, &c. whatsoever, of them the said *M. B.* *J. B.* and *H. B.* every or any of them, of, in, and to the said Manor, &c. and the said *M. B.* doth hereby grant unto the said *C. K.* and his Heirs, all Deeds, &c. To have and to hold the said Manor, &c. [*as in others.*] And the said *J. B.* for himself and his Heirs, [*Covenant in Form, done no Act to incumber,*] and the said *H. B.* for himself and his Heirs, [*Covenant in Form, done no Act, &c.*] And the said *M. B.* for himself and his Heirs, and for the said *E.* his Wife, doth covenant, promise and grant, to and with the said *C. K.* his Heirs and Assigns, that they the said *M. B.* and *E.* his Wife, and his Heirs, shall and will [*a Covenant in Form to levy a Fine, as in others,*] and the said *M. B.* for himself and his Heirs, doth

doth covenant, promise and agree, to and with the said C. K. his Heirs and Assigns, and every of them, by these Presents, that for and notwithstanding any Act, Matter or Thing heretofore, by the said M. B. J. B. and H. B. or any of them, or by the said W. B. their late Uncle deceased, or any of them, done or suffered, to the contrary, the said M. B. is, at the Time of the Sealing and Delivery of these Presents, the sole, true and lawful Owner and Proprietor of the said Manor, &c. hereby released, or mentioned so to be, and is seized thereof, and of every Part and Parcel thereof, of a good, sure, pure, perfect, and absolute, and indefeazable Estate of Inheritance in Fee-simple, without, &c. and that for and notwithstanding any such Act, Matter or Thing as aforesaid, he the said M. B. alone, or together with the said J. B. and H. B. hath good Right, full Power, lawful and absolute Authority to grant, &c. [*as in others,*] and that the said C. K. his Heirs and Assigns, shall, and lawfully may, from Time to Time and at all Times hereafter, for ever, peaceably, &c. [*as in others,*] Interruption of or by the said M. B. J. B. and H. B. or any of them, or any other Person or Persons, lawfully claiming or to claim, from, by or under them, or any of them, or from, by or under the said W. B. deceased, and that free and clear, &c. by the said M. B. J. B. and H. B. or any of them, or by the said W. B. deceased, or by or under his, their, or any of their Title, Estate or Interest; and moreover that he the said M. B. and his Heirs, and all and every other Person and Persons, having, &c. the Premises hereby released, or mentioned, &c. by, from or under the said W. B. shall and will, from Time to Time, &c. at the reasonable Request, &c. [*as in others,*] And Lastly, [*a Covenant,*] that as well the said Fine herein before covenanted to be levied, as also all other, &c. [*to be in Form, to the Use of the said C. K. his Heirs and Assigns, &c.*] In Witness.

A Release of Portions.

TO all to whom these Presents shall come, the (19.)
 Right Honourable the Lady *M.C.* and *F.C.* which
 said Lady *L. H.* and *F.* are the only Daughters of Sir
B. C. and Dame *M. C.* send Greeting: Whereasthe Ma-
 nor of *B.* in the County of *L.* is charged with the Por-
 tions of the said Lady *L. H.* and *F. C.* payable to
 them after the Decease of the said Sir *B. C.* and Dame *M.*
 his Wife; and whereas the said Sir *B. C.* has paid to
 the said Lady *L. H.* and *F. C.* the Sum of 900 *l.*
 in full for all Portions, Provisions and Maintenances
 provided for the said *L. H.* and *F. C.* every or any of
 them, by Virtue of the Marriage Settlement of the said
 Sir *B. C.* or otherwise howsoever: Now know ye, that
 the said Lady *L. H.* and *F. C.* do hereby acknow-
 ledge, that they have received of and from the said Sir
B. C. the Sum of 900 *l.* and in Consideration thereof
 do, and every of them doth, remise, release, and for
 ever quit-claim unto the said Sir *B. C.* and the Trustees
 named in the said Settlement, all Portion and Portions,
 Sum and Sums of Money, Provision and Maintenance
 settled on them or others, in Trust for them, by the
 said Marriage Settlement, or otherwise howsoever; and
 all their Estate, Right, Title, Interest, Trust, Claim
 and Demand, in and to said Manor of *B.* and all other
 Landstied for the Payment thereof, and all Action and
 Actions, Cause and Causes of Actions, Sum and Sums
 of Money, Claim and Demand whatsoever, which the
 said Lady *L. H.* and *F. C.* either or any of them can,
 shall or may have against the said Sir *B. C.* his Heirs,
 Executors and Administrators, for and on Account of the
 said Portions, or otherwise howsoever. *In Witness* where-
 of, the said Lady *L. H.* and *F. C.* have hereunto set
 their Hands and Seals, &c.

*A Release from C. D. of, &c. to D. Earl of, &c. of the Trust in him the said D. Earl of, &c. reposed, touching 500*l.* assessed to him by Fine Sur Concesserunt, by the Duke and Dutchess, and subscribing the same into the South-Sea Company.*

(20.) **T**O all to whom, &c. [*Recite, &c.*] And whereas the said Duke is since dead, and the said D. Earl of, &c. hath delivered to the said Dutchess all the *South-Sea Bonds*, and transferred to her all the *South-Sea Stock*, deposited with, or vested in the said D. Earl of, &c. in Trust for the separate and peculiar Use of the said Dutchess as aforesaid, and in all Things fully and faithfully performed the Trust in him reposed by the said Duke and Dutchess as aforesaid: Now know ye, that the said C. D. of, &c. doth hereby acknowledge, testify and declare, that the said D. Earl of, &c. hath fully and faithfully performed all and every the Trusts in him reposed, touching the said Annuity of 1000*l.* per Annum, and hath delivered the *South-Sea Bonds*, and transferred the *South-Sea Stock* allowed for the said five Hundred Pounds a Year, Part of the said 1000*l.* a Year, granted to him in Trust for the separate and peculiar Use of the Dutchess, pursuant to the Trust in him reposed; and therefore the said C. D. of, &c. for herself, her Heirs, Executors and Administrators, doth acquit, release, and for ever discharge the said D. Earl of, &c. his Heirs, Executors and Administrators, of and from the said Trust, and of and from all Action and Actions, Claims and Demands whatsoever, both in Law and Equity, touching and concerning the said *South-Sea Bonds*, or *South-Sea Stock*, or any Money received by the said Earl, for Dividends, or other Matter or Thing relating to the said 1000*l.* a Year, so assigned to him by the said recited Fine, or the Trust in him reposed, or subscribing the same into the said *South-Sea Company*.

*The other
500*l.* was
in Trust for
the Duke.*

pany, or any Ways relating thereunto. *In Witness* whereof the said *C. D.* of, &c. hath hereunto set her Hand and Seal, &c.

A Release of the Equity of Redemption.

TO all Christian People to whom these Presents shall come, *J. B.* of, &c. sendeth Greeting: Whereas Sir *J. B.* Knt. late Master of the Hospital or free Chapel of, &c. and the Brothers and Sisters of the said Hospital; by their Indenture of Lease under their common Seal, dated, &c. did demise unto *R. B.* Citizen and Haberdasher of *L.* all those two Brick Messuages, lately built by *J. M.* Esq; and the Lease whereof was by him surrendered to the said Hospital, situate in St. &c. aforesaid, then or late in the Occupation of *J. M.* and *T. S.* their Under-tenants and Assigns; and also all that their Piece of Ground or Soil, with their Appurtenances, whereon then lately stood two old Timber Houses or Tenements next adjoining thereunto, which are pulled down, and two new ones built in the Room thereof, which said four Messuages are therein particularly abutted and described in the said Lease; To hold unto the said *R. B.* his Executors, Administrators and Assigns, from the Feast-Day of St. *Michael* the Archangel, last past, before the Date of the said recited Indenture, unto the full End and Term of 40 Years from thence next ensuing, and fully to be compleat and ended, at and under the yearly Rent of 22 *l.* 2 *s.* of lawful Money of *Great Britain*, payable quarterly, as in and by the said recited Indenture, Relation being thereunto had, may more fully appear: And whereas the said *R. B.* did build two other Messuages or Tenements on the said Premises, and by Indorsement on the Back of the said Lease, dated, &c. did assign his Term and Interest in

and to the said four Messuages unto the said *J. B.* and whereas the said *J. B.* on the ninth Day of the said Month of *May* 1716, did assign the said Premises to *J. A. Citizen, &c.* of *L.* subject to a Proviso for Payment of 148 *l.* 8. *s.* at a Day long since past: And Whereas the said *J. B.* stood indebted to *G. M.* of *L.* Merchant, in the Sum of 62 *l.* secured by his Obligation, bearing Date the twelfth Day of *December* in the Year of our Lord 1718, and for his further Security agreed to assign his Equity of Redemption in and to the said Premises, and also further agreed, that the said *G. M.* should receive the Rents, Issues and Profits of the said Premises, until the said Sum of 62 *l.* and the growing Interest thereof, be fully satisfied and paid: And whereas by Indenture bearing Date the said twelfth Day of *December* 1718, made or mentioned to be made between the said *J. B.* of the one Part, and the said *G. M.* of the other Part; the said *J. B.* for the better Performance of the said Agreement, and for the Securing and speedier Payment of the said Sum of 62 *l.* and Interest, did grant, bargain and sell unto the said *G. M.* his Executors, Administrators and Assigns, all his equitable Right, Title, Interest, Term, Property, Claim and Demand, of, in and to the said Premises; To hold unto the said *G. M.* his Executors, Administrators and Assigns, for and during the Residue of the said Term of 40 Years then to come and unexpired, subject to a Covenant, that after full Payment of the said Sum of 62 *l.* and Interest, the said *G. M.* should deliver up the said Bond to be cancelled, and assign the said Premises to the said *J. B.* his Executors or Administrators, or such Person or Persons as he or they should direct; as in and by the said recited Indenture, Relation being thereunto had, may more at large appear; and whereas the said Sum of 62 *l.* or any Part thereof, or any Interest for the same, hath not been hitherto paid, but there remains due to the said *G. M.* the Sum of 80 *l.* 12 *s.* Now know ye, that for and in Consideration

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tion of the said Sum of 80 *l.* 12 *s.* and other good Causes and Considerations hereunto moving, he the said *J. B.* hath granted, assigned, remised, released, and for ever quit-claimed, and by these Presents for himself, his Heirs, Executors and Administrators, doth grant, assign, remise, release, and for ever quit-claim unto the said *G. M.* his Heirs, Executors, Administrators and Assigns, as well the said Messuages, as also the said several Provisoos, Covenants, Conditions and Powers of Redemption in the said several recited Indentures contained and expressed, and every of them; and also all the Estate, Right, Title, Interest, Term, and Terms of Years, Use, Trust, Possession, Challenge, Title and Equity of Redemption, Claim and Demand whatsoever, of him the said *J. B.* his Heirs, Executors and Administrators, of, in, to or out of the said several Messuages and Premises whatsoever, with the Appurtenances, and every Part and Parcel thereof in the said several recited Indentures mentioned, so that neither the said *J. B.* his Heirs, Executors or Administrators, or any other Person or Persons whatsoever, for him or them, nor in his or their Name or Names, any Manner of Estate, Right, Title, Interest, Use, Challenge, Claim and Demand whatsoever, of, in, or to the said several Messuages and Premises, shall or may have or demand, but of and from all Estate, Right, Title and Interest, Use, Trust, equitable Right and Title of Redemption, Challenge, Claim and Demand, and of and from all Suits, Actions and Demands, for, touching or concerning the same, or any Part thereof, shall and will from henceforth be utterly barred and excluded. *In Witness, &c.* the first Day of *December* in the twelfth Year, &c.

A Release of an Annuity, so far as concerns the Lands sold.

[J. B. grants an Annuity to E. B. issuing out of several Manors, &c. afterwards sells Part of the Premises charged with the said Annuity; so E. B. at the Request of the said J. R. releases to the Purchaser, so far as concerns the said purchased Lands.]

(22.) **T**HIS Indenture tripartite, made, &c. between E. B. of London, Widow, of the first Part, J. B. of, &c. Esq; eldest Son of the said E. of the second Part, and C. O. of, &c. of the third Part: Whereas by Indenture bearing Date on or about the sixteenth Day of August, Anno Domini 1720, and made or mentioned to be made between the said J. B. of the one Part, and the said E. B. of the other Part, the said J. B. for the Consideration therein mentioned did give, grant and confirm unto the said E. B. for her Life, one Annuity or yearly Rent of 120 l. per Annum, of lawful Money, to be issuing and going out of all and singular the Manor, Messuages, Lands and Tenements, in the Parishes of H. in the County of Y. payable at such Days and Times as therein is mentioned, as in and by the said Indenture, Relation being thereunto had, may more at large appear; and whereas the said C. O. hath purchased of the said J. B. all those the Manors of W. and F. and divers Messuages, Lands, Tenements and Hereditaments in the said Parish of H. charged (among others,) with the Payment of the said Annual Rent of 120 l. as aforesaid, for the Sum of 100 l. of lawful Money of Great Britain, and the said E. B. hath, at the Request of the said J. B. agreed to discharge the said purchased Premises, from Payment of the said Annual Rent. Now this Indenture witnesseth, that in Performance of the said Agreement, and for discharging the said purchased Manor, Messuages,

Tuages, Lands and Hereditaments from the Payment of the said Annuity, and for and in Consideration of the Sum of 10*s.* to the said *E. B.* in Hand paid by the said *C. O.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations hereunto moving, he the said *E. B.* at the Request, and by the Direction of the said *J. B.* testified by his being a Party to, and Signing and Sealing these Presents, hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said *C. O.* his Heirs and Assigns, the said Rent or annual Sum of 120 *l.* payable to the said *E. B.* for her Life as aforesaid, and all Remedies, both at Law and in Equity, for recovering the same; and also all such Right, Title, Interest, Property, Claim and Demand, which she the said *E. B.* hath or ought to have, of, into, or out of the said Manors, Messuages, Lands, Tenements and Hereditaments, purchased by the said *C. O.* as aforesaid, so that the said *E. B.* of and from all such Interest, Claim and Demand, and all Distresses on the said purchased Premises, shall and will for ever hereafter be barred by these Presents; and the said *E. B.* doth covenant, promise, grant and agree, to and with the said *C. O.* his Heirs and Assigns by these presents, that he the said *C. O.* his Heirs and Assigns, shall and may peaceable and quietly have, hold and enjoy the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises by him purchased of the said *J. B.* as aforesaid, without any the lawful Let, Suit, Disturbance, Distress or Demand of the said *E. B.* or any claiming or to claim the said Rent or Sum of 120 *l.* a Year, from or under her the said *E. B.* and that freed and discharged of and from all Grants and Incumbrances of her the said *E. B.* And it is hereby declared by and between all the said Parties to these Presents, that the said Manors, Lands, Tenements and Hereditaments herein before mentioned to be sold, shall be from hence-

henceforth discharged of and from the said annual Sum, or yearly Rent of 120*l.* and the Remedies for recovering thereof, and all Arrears thereof, if any now due and owing. *In Witness* whereof, the Parties first above named have to these present Indentures interchangeably set their Hands and Seals, the Day and Year first above written.

Sealed, &c.

E. B.

J. B.

A Release and Confirmation by the Heir to the Purchaser's Heir of Lands, whereof the Deeds of Purchase are lost or mislaid.

- (23.) **T**HIS Indenture made, &c. between R. S. Son and Heir of J. S. of, &c. deceased, of the one Part, and H. P. of, &c. Son and Heir of R. P. late of, &c. deceased, of the other Part: Whereas by Indentures of Lease and Release, dated respectively the sixteenth and seventeenth Days of, &c. which was in the Year of, &c. made between the said J. S. and E. his Wife, E. R. and W. B. of, &c. of the one Part, and the said R. P. of the other Part, the said J. S. and E. his Wife, E. R. and W. B. in Consideration of 2450*l.* to the said J. S. by the said H. P. and of 5*s.* to the said E. R. and W. B. also paid, did bargain, sell, alien, release and confirm unto the said R. P. his Heirs and Assigns, all that [*put the Parcels in the Deed,*] all which Premises are lying, &c. in the County of O. and then were in the Tenure of W. M. To have and to hold the said, &c. in and by the said Indentures of Lease and Release, bargained, sold, aliened, released and confirmed unto the said R. P. his Heirs and Assigns, to the only proper Use and Behoof of him, his Heirs and Assigns for ever; all which

Premises

Premises are descended or come unto the said *H. P.* and whereas the said recited Indentures of Lease and Release have been lost or mislaid, whereby the said *R. P.* is rendred incapable of making out or defending his Title to the said Manor, &c. [*as in the Deed,*] by the said Indentures of Lease and Release, granted and conveyed to the said *R. P.* his Father, by the said *J. S.* as aforesaid; and whereas at the humble Request, Instance and Desire of the said *H. P.* the said *R. S.* hath condescended and agreed to release and confirm unto the said *H. P.* his Heirs and Assigns, all and every the aforesaid Manor, Messuages, Farms, Lands, Tenements Hereditaments, [*or as it is,*] formerly purchased by the said *R. P.* of the said *J. S.* as aforesaid. Now this Indenture witnesseth, that for and in Consideration of the Sum of 5*s.* of, &c. to the said *R. S.* in Hand paid by the said *H. P.* at or before, &c. the Receipt, &c. and other good Causes, &c. hereunto moving, he the said *R. S.* hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said *H. P.* in his actual Possession and Seisin now being, all that the said Messuage, Tenement or Farm-House, with the Appurtenances in *E.* aforesaid, in the said County of *O.* and all and singular the Cottages, Lands, Meadows, Pastures and other the Premises so purchased by, and conveyed to the said *R. P.* as aforesaid, or now in the Possession of the said *H. P.* as aforesaid, with their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and all the Estate, Right, Title, Interest, Property, Challenge, Claim and Demand whatsoever, of the said *R. S.* in and to the same; To have and to hold the said Messuages, Tenements or Farm-House, Cottages, Lands, Meadows and Pastures, and all and singular other the Premises, with their Appurtenances, unto the said *H. P.* his Heirs and Assigns, to and for the only proper Use and Behoof of
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the said *H. P.* his Heirs and Assigns for ever, subject to such Charges and Incumbrances as the said *R. P.* and *H. P.* have laid thereon, if any such there be. *In Witness* whereof, the Parties first above named have to these present Indentures interchangeably set their Hands and Seals, the Day and Year first above written.

Release. Vide Covenant 5. Surrender 9.

RENUNCIATION.

A Renunciation, viz. A. renounces to B. who administers; B. accounts with A. who releases.

- (1.) **T**O all to whom these Presents shall come, *M. R.* of *S.* in the Shire and County of *M.* Spinster, sendeth greeting: Whereas *J. R.* of *S. H.* afore-said, Esq; not long since died intestate, which said *J. R.* was only Brother of the said *M. R.* who was by Law, as his only Sister, intituled to take out Letters of Administration to the said *J. R.*'s personal Estate; and whereas the said *M. R.* did before the proper Ordinary, in due Form of Law, renounce Administring to her said Brother, in Favour of the Right Honourable *H. Lord T.* who duly took out Letters of Administration out of the Prerogative Court of *C.* to the said *J. R.* whereby the said *H. Lord T.* became legally intituled to all the Goods, Chattels, Leases and Personal Estate of the said *J. R.* nevertheless subject, after Payment of the Debts and Funeral of the said *J. R.* to account for the *residuum* of the said Personal Estate to the said *M. R.* as next of Kin to the said *J. R.* by Virtue of the Statute made for the better

better distributing intestate Estates: Now know ye, that the said *M. R.* doth hereby acknowledge that the said *H. Lord T.* hath this Day given her a full and true Account in Writing, of the Disposal of all the Personal Estates of the said *J. R.* and of the Value of his Goods, Chattels, Leases and all other his Personal Estate, which said Account is hereby acknowledged to be a fair and just Account, and signed by the said *M. R.* who has received the Ballance thereon due, the Receipt whereof the said *M. R.* doth hereby acknowledge, and thereof, and of and from every Part thereof, doth acquit, release and discharge the said *H. Lord T.* his Heirs, Executors and Administrators by these Presents: And know ye further, that the said *M. R.* for the Consideration aforesaid, and for and in Consideration of the Sum of 10*s.* to her in Hand paid by the said *H. Lord T.* the Receipt whereof is hereby acknowledged, hath remised, released and quit-claimed, and by these Presents doth remise, release, and for ever quit-claim unto the said *H. Lord T.* his Executors Administrators and Assigns, all her Estate, Right and Title, both in Law and Equity, Interest, Property, claim and Demand, of, in and to the Goods, Chattels, Leases and other Personal Estates of the said *J. R.* and all Action and Actions, Cause and Causes of Action or Actions, Reckonings, Claims and Demands whatsoever, which the said *M. R.* hath or claimeth, or can any ways have or claim against the said *H. Lord T.* his Executors or Administrators, for or by Reason of any Matters or Things, from the Beginning of the World to the Day of the Date of these Presents. *In Witness* whereof, I the said *M. R.* have, &c.

R E V O C A T I O N .

A Revocation and new Limitation by Indorsement.

- (1.) **T**O all to whom these Presents shall come, the within named *F. P.* and *S.* his Wife, formerly *S. S.* send Greeting : Know ye, that the said *F. P.* and *S.* his Wife, by Virtue of the Power to them reserved in and by the within written Indenture, and of all other Powers them thereunto enabling, have revoked and made void, and by these Presents signed and sealed in the Presence of the two credible Persons, whose Names are here under written as Witnesses hereunto, do fully and absolutely revoke and make void all and every the Trust and Trusts, in and by the within written Indenture, limited or declared, touching or concerning the within mentioned Bond, or Writing obligatory, dated the eighth Day of *May* last past, before the Date of the within written Indenture, and of these Presents, whereby the within named the Reverend *J. P.* Doctor in Divinity, stands bound to the said *F. P.* in the Penal Sum of 2400*l.* conditioned for the Payment of 1200*l.* with lawful Interest for the same, on the eighth Day of *November* now last past; And know ye also that in further Execution of the said Power, the said *F. P.* and *S.* his Wife, do hereby declare, limit and appoint, that the said Sum of 1200*l.* and Interest, so secured by the within recited Bond as aforesaid, shall be paid to the said *F. P.* his Executors, Administrators and Assigns, to his and their own Use.

Sale.

S A L E.

An absolute Sale by a Jointress of her Jointure Lands.

THIS Indenture made, &c. between *A. B.* of, (1.)
 &c. Widow, of the one Part, and *C. D.* of,
 &c. Esq; of the other Part: Whereas the said
A. B. is seised for her Life, for her Jointure, of and in
 the Messuages, Farms, Lands, Tenements and Heredita-
 ments, herein after by these Presents mentioned to be
 granted and demised, and the said *C. D.* hath agreed for
 the Sum of 4000 *l.* to purchase the same during the
 Life of the said *A. B.* Now this Indenture witnesseth,
 that for and in Consideration of the Sum of 4000 *l.*
 of lawful Money of *Great Britain*, by the said *C. D.* to
 the said *A. B.* in Hand paid, at or before the Enseal-
 ing and Delivery of these Presents, being the full Con-
 sideration for the Absolute Estate, and Interest of
 the said *A. B.* of and in the Messuages, Farms, Lands,
 Tenements, Hereditaments and Premises, the Receipt
 whereof, the said *A. B.* doth hereby acknowledge, and
 thereof, and of and from every Part and Parcel thereof,
 doth hereby acquit, release, and for ever discharge the
 said *C. D.* his Heirs, Executors and Administrators by
 these Presents, and for divers other good Causes and
 valuable Considerations her hereunto moving, she the
 said *A. B.* hath bargained, sold and demised, and by
 these Presents doth bargain, sell and demise unto the said
C. D. his Executors, Administrators and Assigns, all that
 Messuage, Tenement or Farm, called, &c. situate and
 being in the Parish of *B.* in the County of *B.* and all
 Buildings, Barns, Stables, Orchards, Gardens, Lands,
 Meadows, Pastures, Feedings, Woods, Underwoods, Te-
 nements

nements and Hereditaments to the same belonging, Part of which said Farm is in the Tenure or Occupation of, &c. under the yearly Rent of, &c. And the Residue is in the Tenure or Occupation of, &c. under the yearly Rent of, &c. and a Coppice in the Tenure of the said *A. B.* of the yearly Value of, &c. and all other the Messuages, Farms, Lands, Tenements and Hereditaments of the said *A. B.* in *B. C.* and *L.* or any or either of them, in the said County of *B.* and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises; To have and to hold the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises unto the said *C. D.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of ninety-nine Years, fully to be compleat and ended, if the said *A. B.* shall so long happen to live; yielding and paying therefore yearly, and every Year, during the said Term, unto the said *A. B.* on the Feast of *St. Michael* the Archangel, the Rent of one Pepper-Corn only, if the same shall be lawfully demanded, and the said *A. B.* for herself, her Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *C. D.* his Executors, Administrators and Assigns by these Presents, in Manner and Form following (that is to say,) that she the said *A. B.* is seised of the said Premises hereby demised, for the Term of her natural Life, and hath in herself good Power and lawful and absolute Authority to grant and demise the same for ninety-nine Years, determinable as aforesaid, and that the said *C. D.* his Executors, Administrators and Assigns, shall peaceably and quietly enjoy the same, during the Term hereby demised, without any the lawful Let, Suit or Interruption, of or by the said *A. B.* or any claiming or to claim, by, from or under her, or by her Means, Privy or Procurement, and that free and clear, and freely and clearly acquitted and discharged of and from

from all prior and other Gifts, Grants and Incumbrances whatsoever, by her the said *A. B.* done, committed or suffered. And lastly, that she the said *A. B.* shall and will at any Time hereafter, during her natural Life, at the Request, Costs and Charges in the Law of the said *C. D.* his Executors, Administrators or Assigns, do or cause to be done, any further or other lawful and reasonable Act, Matter or Thing, for the better Strengthening, Confirming and Assuring the said Premises for the Residue of the said Term and Estate hereby granted, as shall bethen to come and unexpired, determinable as aforesaid, as by the said *C. D.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or required. *In witness, &c.*

SETTLEMENT.

A voluntary Settlement for settling an Estate in the Name and Blood of J. C.

THIS Indenture made, &c. between *J. C.* of, (1.)
 &c. of the one Part, and *J. W.* and *T. W.* of the
 other Part, witnesseth, that for the Settling and
 Assuring the Manors, Messuages, Lands, Tenements
 and Hereditaments herein after mentioned to be
 granted, in the Blood, Name and Family of the said
J. C. so long as it shall please Almighty God to continue
 the same, and for the natural Love and Affection the
 said *J. C.* hath and beareth to his Brother *F. C.* his Un-
 cle *A. C.* and to his Sister *C. C.* and *J.* the Wife of *R. T.* of,
 &c. and for and in Consideration of the Sum of 100 s.
 to the said *J. C.* by the said *J. W.* and *T. W.* in Hand
 paid

paid, at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him the said *J. C.* hereunto especially moving, he the said *J. C.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, bargain, sell, alien, release and confirm unto the said *J. W.* and *T. W.* in their actual Possession now being, by Virtue of a Bargain and Sale for one whole Year, to them thereof made by the said *J. C.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring of Uses into Possession, and to their Heirs, all, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demands of the said *J. C.* in and to the same; To have and to hold the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted and released, or meant or intended so to be, with their and every of their Appurtenances, to the said *J. W.* and *T. W.* their Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Provisoos, Limitations and Agreements herein after mentioned, declared and expressed, (that is to say,) to the Use and Behoof of the said *J. C.* and the Heirs of his Body lawfully begotten; and for Default of such Issue, to the Use and Behoof of the said *F. C.* and his Assigns, for and during the said Term of his natural Life, without Impeachment of Waste; and from and after his Decease, to the Use and Behoof of the said *J. W.* and *T. W.* and their Heirs, during the natural Life of the said *F. C.* upon Trust, to preserve and support the contingent Uses and Estates herein after limited from being barred and destroyed, but so as to permit the said *F. C.* and his Assigns to receive the Rents and Profits of the said Premises to his and their own Use, for and during the Term of his natural Life,

and

and from and after his Decease, to the Use and Behoof of the first Son of the Body of the said *F. C.* lawfully to be begotten, and to the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, &c. [*as in others,*] And for Default of such Issue, to the Use and Behoof of the said *A. C.* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, and from and after the Determination of that Estate, to the Use and Behoof of the said *J. W.* and *T. W.* and their Heirs, during the natural Life of the said *A. C.* upon Trust, to preserve and support the contingent Uses and Estates herein after limited, from being barred and destroyed, but so as to permit and suffer the said *A. C.* and his Assigns, to receive the Rents, Issues and Profits of the said Premises, to his and their own Use and Uses, during his natural Life; and from and after his Decease, to the Use and Behoof of the first Son of the Body of the said *A. C.* lawfully begotten or to be begotten, and to the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all other the Son and Sons of the Body of the said *A. C.* lawfully to be begotten, severally and successively one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons issuing; the Elder of such Son and Sons, and the Heirs Male of his Body issuing, being always preferred, and to take before the Younger of such Sons, and the Heirs Male of his and their Body and Bodies issuing; and for Default of such Issue, to the Use and Behoof of the said *F. C.* and the Heirs of his Body lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of the said *C. C.* and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste; and from and after the Determination of

of that Estate, to the Use and Behoof of the said *J. W.* and *T. W.* and their Heirs, during the natural Life of the said *C. C.* upon Trust, to preserve the contingent Uses and Estates herein after limited, from being barred and destroyed, but yet to permit and suffer the said *C. C.* and her Assigns, to receive the Rents, Issues and Profits of the said Premises, to her and their own Use and Uses, during her natural Life, and from and after her Decease, to the Use of the first Son of the Body of the said *C. C.* lawfully to be begotten, and to the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second, third, &c. (*as before,*) And for Default of such Issue, to the Use and Behoof of the said *J. T.* and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, and from and after the Determination of that Estate, to the Use and Behoof of the said *J. W.* and *T. W.* and their Heirs, during the Term of the natural Life of the said *J. T.* upon Trust, [*as before,*] to the Use of the first Son of the Body of the said *J. T.* lawfully begotten, or to be begotten, and to the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, &c. and all other the Son and Sons of the Body of the said *J. T.* begotten or to be begotten, &c. [*as before,*] And for Default of such Issue, to the Use and Behoof of the said *C. C.* and the Heirs of her Body lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of the said *J. T.* and the Heirs of her Body begotten, or to be begotten; and for Want of such Issue, to the Use of the said *A. C.* and the Heirs of his Body lawfully to be begotten; and for Want of such Issue, to the only Use and Behoof of the said *J. C.* his Heirs and Assigns for ever, and to and for no other Use, Intent and Purpose whatsoever: Provided always, that it shall and may be lawful to and for the said *J. C.* from Time to Time and
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at any Time, during his natural Life, to make any Lease or Leases for any Term or Number of Years, or for Life or Lives; either reserving Rent, or without any Reservation of Rent to any Person or Persons whatsoever; or to grant, limit or charge the Premises, or any Part thereof, to any Person or Persons, as he shall think fit; any Thing herein contained to the contrary notwithstanding: Provided also, that it shall and may be lawful to and for the said *F. C.* and *A. C.* respectively, when and as they shall respectively be in the actual Possession of the said Manors, Messuages, Lands, Tenements and Hereditaments herein before granted, by Virtue of the Limitations aforesaid, and not before, by any Writing or Writings under their respective Hands and Seals, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of all or any Part of the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any Part thereof, to any Person or Persons whatsoever, for any Term or Terms, not exceeding twenty-one Years, so as such Leases, Demises or Grants to be made by the said *F. C.* and *A. C.* or either of them, be made to commence in Possession, and not in Reversion, or at a Day to come, and be not made without Impeachment of Waste, and so as upon all and every such Lease or Leases, demises or Grants to be made, either by the said *F. C.* or *A. C.* or either of them, there be reserved yearly, payable during the Continuance thereof, the best and most improved yearly Rent, which at the Time of the Making thereof can or may be gotten for the same, without taking any Fine or Income, Sum or Sums of Money, or other Thing in Lieu of a Fine or Income, and so as in every such Lease there be contained a Condition of Re-entry for Non-payment of the Rent or Rents thereby to be reserved, and so as the Lessee or Lessees, to whom such Lease and Leases shall be made, do Seal and Deliver Counterparts of such Lease and Leases; any Thing herein before contained to

the contrary notwithstanding: Provided also, that it shall and may be lawful to and for the said *F. C.* and *A. C.* when, and as they shall respectively be in the actual Possession of the said Manors, Messuages, Lands, Tenements and Hereditaments hereby granted, by Virtue of the Limitations aforesaid, and not before, by any Writing or Writings under his respective Hand and Seal, attested by two or more credible Witnesses, to assign, limit or appoint so much and such Part of the said Manors, Messuages, &c. and Premises, as in the whole shall not, at the Time of such Assignment, Limitation or Appointment made, exceed the yearly Rent of, &c. subject to such Leases, Charges and Estates, as shall happen to be thereof made, by Virtue of any the Powers herein before contained, unto, or to the Use of, or in Trust for any Woman or Women, they the said *F. C.* and *A. C.* shall happen to marry, or take to Wife or Wives, for the Life or Lives of such Wife or Wives only, for her or their Jointure or Jointures, such Assignment, Limitation or Appointment, to be made before or after Marriage; any Thing herein before contained to the contrary notwithstanding: Provided also, and it is declared and agreed, by and between all the said Parties to these Presents, that the Estate herein before limited to the said *J. T.* and her first and other Sons and the Heirs Male of their respective Bodies, is to them limited upon this express Condition, that if by Failure of Issue of the said *F. C.* *A. C.* and *C. C.* the Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted, shall, by Virtue of the Limitations herein before contained, come to the said *J. T.* her first or other Sons, or the Heirs Male of their respective Bodies, that they and every of them shall, within three Months after they severally come into the actual Possession of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof, take upon him and them the Surname of *C.* and endeavour, as soon as he or they can, to procure an Act of

of Parliament for calling him or them by the Name of C. and for styling themselves in all Deeds and Writings by the Surname of C. and in Case any of them refuse or neglect to take upon him and them the said Surname of C. within the Space of three Months, in Manner aforesaid, and shall not within two Years use his utmost Endeavour to procure such Act of Parliament as aforesaid, that then the Estate and Estates herein limited to him or them, so refusing or neglecting as aforesaid, shall cease and be utterly void, and that then and in such Case, it shall and may be lawful to and for the Person or Persons, who by Virtue of the Limitations aforesaid, shall be next in Remainder to enter into and enjoy the same, taking upon him or them the Surname of C. and endeavouring to procure such Act of Parliament as aforesaid; any Thing herein before contained to the contrary notwithstanding; Provided lastly, and it is declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said J. C. at any Time or Times hereafter, by any Writing or Writings, or by his Last Will and Testament in Writing, attested by two or more credible Witnesses, to revoke, make void, alter or change all or any the Use and Uses, Estate or Estates herein before limited or declared of the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any of them, and by the same Writing or Writings, or any other Writing under his Hand and Seal attested as aforesaid, to declare, limit or appoint any new Use or Uses, Estate or Estates, Trust or Trusts, of or concerning the said Manors and Premises, or any of them, and with, under and subject unto the like Power of Revocation and new Limitation in these Presents contained, or any other or others, or without such Power of Revocation or otherwise; any Thing herein before contained to the contrary thereof in any Wise notwithstanding. *In Witness, &c.*

A Settlement after Marriage, with Provision for younger Children.

- (1.) **T**HIS Indenture quadripartite, made the thirty-first Day of *August* 1728, between *A. H.* of, &c. Esq; and the Honourable the Lady *E. H.* his Wife (only Daughter of the Right Honourable *J.* Earl of *B.*) of the first Part, the Most Noble *C.* Duke of *R.* and the Honourable *G. B.* Esq; (Brother of the said Earl of *B.*) of the second Part, the said *J.* Earl of *B.* the Honourable *J. B.* Esq; (only Brother of the Right Honourable *G.* Earl of *C.*) of the third Part, and the Right Honourable *W.* Lord *C. H.* of, &c. Esq; and *J. H.* of, &c. Esq; of the fourth Part, witnesseth, That as well in Consideration of a Marriage already had and solemnized, and of the said *A. H.* and the said Lady *E.* as of the Sum of 5000*l.* of lawful Money of *Great Britain*, now in Hand paid by the said *J.* Earl of *B.* to the said *A. H.* and of the further Sum of 5000*l.* of like Money, secured to be paid to the said *A. H.* after the Death of the said Earl of *B.* which said Sums of 5000*l.* and 5000*l.* so paid and secured, amounted to the Sum of 10000*l.* the Portion of the said Lady *E.* the Payment and Security whereof the said *A. H.* doth hereby acknowledge, and doth accept the same in full of the Portion provided for the said Lady *E.* by the Marriage Settlement of the said Earl of *B.* made on his Marriage with the Right Honourable the Lady *L.* Daughter of the Most Noble *C.* Duke of *R.* deceased, and thereof, and of and from every Part and Parcel thereof, and of all other Portions and Provisions made for the said Lady *E. H.* he the said *A. H.* doth acquit, release, and for ever discharge the said *J.* Earl of *B.* his Heirs, Executors and Administrators, and all Lands, Tenements and Hereditaments, tied or made liable to the Payment thereof, (except the Lands tied and liable

to pay the said Sum of 5000*l.* secured as aforesaid,) and for Settling a Jointure for the better Support and Livelihood of the said Lady *E. H.* in full Bar of her Dower, and for Settling and Assuring the Manors, Lands, Tenements and Hereditaments herein after mentioned, in the Name, Blood and Family of the said *A. H.* subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, declared and expressed, and for and in Consideration of the Sum of 10*s.* of lawful Money to the said *A. H.* in Hand paid by the said *W. Lord C.* and *J. H.* at and before the Ensealing hereof, the Receipt whereof is hereby acknowledged; and for divers other good Causes and valuable Considerations hereunto especially moving, he the said *A. H.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely grant, &c. unto the said *W. Lord C.* and *J. H.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made, by the said *A. H.* for one Year, in Consideration of 5*s.* of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring of Uses into Possession,) and to their Heirs, all those the Manors or Lordships of *H. B.* and *B.* with their Rights, Royalties, Members and Appurtenances in the Counties of *S.* and *D.* and all those Farms of *B.* and *B.* and all Lands, Meadows, Pastures, Feedings, Tenements and Hereditaments to the said Manors and Farms belonging, or with them or any of them letten, used and enjoyed, and all those Quit-Rents belonging to the said Manor of *H.* amounting to 15*l. per Annum*, and all those the Manors of *B. S. S. G.* and *G.* Manors, with their respective Rights, Royalties, Members and Appurtenances, in the County of *S.* and all that the Rectory or Parsonage of *N.* in the said County of *S.* with the Tithes and Glebe Land thereunto belonging, and all those the Advowsons and Right of Patronage of, in and to the Churches

Churches of *B. J. N. S.* and *H.* and all that Capital Messuage called the *G.* in the said County of *S.* with all the Edifices, Barns, Buildings, Orchards, Gardens and Curtilage thereunto belonging, and all those six Messuages in *H. R.* in the Parish of, *&c.* now in the Occupation of, *&c.* and all those Messuages, or undivied Part of Messuages and Ground-Rents in *L. J.* Fields aforesaid, in the Parish of, *&c.* in the Tenure of, *&c.* and all Messuages, Granges, Farms, Cottages, Barns, Stables, Orchards, Gardens, Edifices, Buildings, Lands, Meadows, Pastures, Demesne Lands, Feedings, Coppices, Woods, Underwoods, Waste and void Grounds, Courts, Courts-Leet and Views of Frankpledge, Perquisites and Profits of Courts, Fines, Amerciaments, Estrays, Goods and Chattels of Felons and Fugitives, and Felons of themselves, Rents, Reversions, Services, Royalties, Privileges, Jurisdictions, Appendants and Appurtenances whatsoever, to the said Manors, Rectory, Advowsons, Messuages, Farms, Lands, Tenements, Hereditaments and Premises belonging or appertaining, or accepted, reputed, taken or known as Part, Parcel or Member of them, or any or either of them; and all other the Freehold Manors, Messuages, Farms, Granges, Lands, Tenements and Hereditaments of the said *A. H.* in *H.* alias *H. B.* and *B.* in the Counties of *S.* and *D.* and in *S. G.* Manor, *G. S. N. &c.* in the said County of *S.* and all other the Freehold Manors, Lands, Tenements and Hereditaments of the said *A. H.* whereof or wherein he or any other Person or Persons, in Trust for him, have or hath any Estate in Law or Equity, within the said Manors or Lordships, Parishes, Hamlets or Places aforesaid, or elsewhere in the said Counties of *S. D. S.* and *M.* or elsewhere in the Kingdom of *Great Britain*, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Use, Trust, Possession, Property, Claim and Demand of the said *A. H.* in and to the same, (except out of this present Grant

Grant and Release, all Timber-Trees of Oak, Ash and Elm, fit to be cut, and not in any Walks or Avenues leading to the *Grange*, or which are an Ornament thereunto, which said Timber-Trees hereby excepted, are Intended to be granted to Trustees, in Trust to sell the same, and by the Money arising by such Sale, to pay the Mortgage on the Premises hereby granted;) To have and to hold the said Manors or Lordships, or reputed Manors or Lordships, Advowsons, Capital Messuages, Messuages, Granges, Farms, Lands, Tenements Hereditaments and Premises, hereby granted or intended so to be, with their Rights, Royalties, Members and Appurtenances, unto the said *W. Lord C.* and *J. H.* their Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, declared and expressed, (that is to say,) to the Use, Intent and Purpose, that the said *C. Duke of R.* and *L. Party* hereto, *J. B.* and *G. B.* their Heirs and Assigns, shall and may, during the joint Lives of the said *A. H.* and the Lady *E.* his Wife, have, receive and take one Annuity or yearly Sum of 300*l.* to be issuing and going out of the said Manors, Hereditaments and Premises hereby granted and released, to be payable and paid quarterly, at the four most usual Feasts, or Days of Payment in the Year, (that is to say,) *Michaelmas*, *Christmas*, *Lady-day* and *Midsummer-day*, by even and equal Portions, without any Deduction or Abatement, for or by Reason of any Taxes, Assessments or Impositions already imposed, or hereafter to be imposed on the said annual Sum of 300*l.* or any Part thereof, or on the said Manors and Premises charged with the Payment thereof, or on the said *C. Duke of R.* Party hereto, *J. B.* and *G. B.* their Heirs or Assigns in Respect thereof, by Authority of Parliament, or otherwise howsoever; the first Payment thereof to begin and to be made at *Michaelmas-day* next ensuing the Date of these Presents; and if it shall happen the said annual Sum of 300*l.* or any Part thereof, to be behind and unpaid,

unpaid by the Space of twenty Days after any of the said Feasts or Days of Payment, whereon the same is hereby made payable; then to this further Use, Intent and Purpose, then it shall and may be lawful to and for the said C. Duke of R. and L. Party hereto, J. B. and G. B. and the Survivor and Survivors of them and the Heirs of such Survivor, during the joint Lives of the said A. H. and the Lady E. his Wife, into the said Manors, Lands, Tenements, Hereditaments and Premises charged with the Payment of the said annual Sum of 300*l.* or any Part thereof, to enter and distrain, and the Distress and Distresses, then and there found, to lead, drive, carry away and impound, and in Pound to detain, until the said annual Sum of 300*l.* and all Arrears thereof, and the Costs and Charges in taking such Distress and Distresses, shall be fully paid and satisfied; and if it shall happen the said Annual Sum of 300*l.* or any Part thereof, shall be behind and unpaid, by the Space of forty Days after any of the said Feasts or Days of Payment, whereon the same is hereby made payable; then to this further Use, Intent and Purpose, that it shall and may be lawful to and for the said C. Duke of R. and L. Party hereto, J. B. and G. B. and the Survivor and Survivors of them, and the Heirs and Assigns of such Survivor, during the joint Lives of the said A. H. and the Lady E. his Wife, into the said Manors, Lands, Tenements and Hereditaments, charged with the Payment of the said 300*l.* a Year, or any Part or Parcel thereof to enter, and the Rents, issues and Profits thereof to have, take and receive, until all Arrears of the said annual Sum of 300*l.* then due, and all such Arrears that shall accrue and become due, during such Possession, shall be fully paid and satisfied; And it is hereby declared and agreed by and between all the said Parties to these Presents, that the said annual Sum of 300*l.* is so limited to the said C. Duke of N. and L. (Party hereto,) J. B. and G. B. their Heirs and Assigns, upon Trust and Confidence, that they the said C. Duke of R. and L. (Party hereto,) J. B.

J. B. and *G. B.* and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, shall and do, during the joint Lives of the said *A. H.* and the Lady *E.* his Wife, pay the said annual Sum of 300 *l.* as and when they shall receive the same, not to the said *A. H.* or as he shall appoint; but to the proper Hands of the said Lady *E. H.* or to such Persons and Persons, as the said Lady *E. H.* shall from Time to Time, by any Writing signed with her Name of her own Hand Writing, notwithstanding her Coverture, direct or appoint; the same being intended, and so hereby declared to be for her separate, peculiar and personal Use, notwithstanding her Coverture, and not to be subject to the Disposition, Controul, Intermeddling, Debts or Incumbrances of the said *A. H.* her Husband; and that the Receipts of the said Lady *E. H.* from Time to Time given to the Person and Persons, who shall pay the said Sum of 300 *l. per Annum*, or any Part thereof, shall be as good and Effectual as if she were sole and unmarried; and as for, touching and concerning all and every the said Manors or Lordships, or reputed Manors or Lordships, Advowsons, Capital Messuages, Messuages, Granges, Farms, Lands, Tenements, Hereditaments, and all and singular the Premises hereby granted and released, or intended so to be, with their Rights, Royalties, Members and Appurtenances, charged and chargeable with the said annual Sum of 300 *l.* and the Remedies for the recovering the same, to the Use and Behoof of the said *A. H.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, together with such Powers as are herein after mentioned and reserved to him, and from and after the Determination of that Estate, to the Use of the said Earl of *B.* and *R. H.* and their Heirs, during the natural Life of the said *A. H.* upon Trust, to preserve the contingent Uses herein after limited; but yet so as to permit and suffer the said *A. H.* and his Assigns, to receive and take the Rents, Issues and Profits of the said Manors and Premises, to

his own Use, during the Term of his natural Life, and from and after his Decease, then as to, for, touching and concerning the said Rectory and Tithes in *N.* aforesaid, and the said Messuages or Tenements in *H. R.* or *P. R.* in, &c. aforesaid, to the Use of the said Earl of *B.* *J. B.* and *G. B.* their Executors, Administrators and Assigns, for and during the Term of 1000 Years, fully to be compleat and ended; which said Term of 1000 Years, together with an Assignment of a Lease of the Manor of *C.* in the said County of *D.* and the Seite of the Manor of *C.* in the County of *S.* (being a Leasehold,) and other Lands and Hereditaments in the said Indenture tripartite of Assignment, bearing equal Date herewith, mentioned, and made between the said *A. H.* and the said Lady *E.* his Wife, of the first Part, the Right Honourable *J.* Earl of *P.* and the said *R. H.* of the second Part, and the said *J.* Earl of *B.* *J. B.* and *G. B.* of the third Part, is intended as a Provision for raising the Sum of 10000*l.* for the younger Children, Sons and Daughters of the said *A. H.* on the Body of the said Lady *E. H.* and for a Provision for Daughters, in Case there shall be a Failure of Issue Male of this Marriage, in Such Manner, and subject to such Provisoes and Agreements, as is therein mentioned, declared and expressed; and as for and concerning the Reversion and Inheritance of the said Rectory and Tithes in *W.* and the said Houses in *H. R.* and *P. R.* aforesaid; and as for, touching and concerning all and every the Manors, Lands, Tenements, Hereditaments and Premisses, hereby granted and released, or intended so to be, to this further Use, Intent and Purpose, that the said Lady *E. H.* after the Death of the said *A. H.* her Husband, shall and may, yearly and every Year, during the Term of her natural Life, have and receive the annual Sum or yearly Payment of 1000*l.* of lawful Money of *Great Britain*, to be issuing and payable out of, and chargeable upon all and every the Manors, Lands, Tenements, Hereditaments and Premisses hereby granted and released,

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or intended so to be, and to be payable and to be paid half-yearly, at the two most usual Feasts or Days of Payment in the Year, (that is to say) at *Michaelmas* and *Lady-day*, without any Deduction or Abatement, for or by Reason of any Taxes, Assessments or Impositions already taxed, assessed or imposed, or at any Time hereafter to be taxed, assessed or imposed on the said annual Sum of 1000 *l.* or any Part thereof, or on the said Manors, Lands and Premises charged with the Payment thereof, or on the said Lady *E. H.* in respect thereof, by Authority of Parliament, or otherwise howsoever; the first Payment to begin and to be made on such of the said Feasts as shall first and next happen after the Death of the said *A. H.* her Husband; and if it shall happen that the said annual Sum of 1000 *l.* or any Part thereof, shall be behind and unpaid by the Space of twenty Days after any of the said Feasts whereon the same is hereby made payable; then to this further Use, Intent and Purpose, that it shall and may be lawful to and for the said Lady *E. H.* and her Assigns, from Time to Time, for and during the Term of her natural Life, so often as the same, or any Part thereof, shall be so in Arrear, into the said Manors, Lands, Tenements and Hereditaments, charged with the Payment of the said annual Sum of 1000 *l.* or any Part thereof, to enter and distrain, and the Distress and Distresses then and there found, to lead, drive, carry away and impound, and to detain until the said annual Sum of 1000 *l.* and all Arrears thereof, and the Costs and Charges in taking such Distress and Distresses, shall be fully paid and satisfied; and if it shall happen the said annual Sum of 1000 *l.* or any Part thereof, shall be behind and unpaid, by the Space of forty Days after any of the said Feasts, whereon the same is hereby made payable, then to this further Use, Intent and Purpose, that so often as the same shall so be in Arrear, it shall and may be lawful to and for the said Lady *E. H.* and her Assigns, from Time to Time,

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during her natural Life, into the said Manors, Lands, Tenements and Hereditaments, or any Part thereof, charged with the Payment thereof, to enter, and the Rents, Issues and Profits thereof, to have, take and receive to her own Use, until the said annual Sum of 1000*l.* and all Arrears thereof, and all such Arrears as shall accrue and grow due, during such Possession, together with all Costs, Charges, Damages and Expences, occasioned by Non-payment thereof, or by getting and obtaining such Possession, shall be fully paid and satisfied; such Possession when obtained to be without Impeachment of Waste; and it is declared by and between all the said Parties to these Presents, that the said annual Sum of 1000*l.* hereby limited to the said Lady *E. H.* for her Life, for her Jointure, is and shall be in full Bar of her Dower, and all her Right and Title of Dower, or Thirds at Common Law, which she the said Lady *E. H.* hath, or can, or may have, claim, challenge or demand, of, into, or out of all or any the Manors, Lands, Tenements, Hereditaments and Premises hereby granted and released, or of, into or out of any other Manors, Lands, Tenements and Hereditaments, whereof the said *A. H.* her Husband, is or may be seised of any Estate of Inheritance, during the Coverture between the said *A. H.* and the Lady *E.* his Wife, and as for, touching, and concerning all and every the said Manors, Lands, Tenements Hereditaments and Premises hereby granted and released, or intended so to be, so charged and chargeable as aforesaid, as the respective Uses thereof herein before limited, shall respectively end and determine, to the Use and Behoof of the first Son of the Body of the said *A. H.* on the Body of the said Lady *E. H.* his Wife, be gotten or to be begotten, and of the Heirs Male of the Body of such first Son lawfully to be begotten; and for Want of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all and every other the Sons of the Body of the said *A. H.* on the
Body

Body of the said Lady *E. H.* his Wife, to be begotten severally and successively, one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Male of their several and respective Bodies lawfully to be begotten; the Elder of such Sons, and the Heirs Male of his Body issuing being always preferred, and to take before the younger of such Son and Sons and the Heirs Male of his and their Body and Bodies respectively issuing; and for Want of such Issue, to the only Use and Behoof of the said *A. H.* his Heirs and Assigns forever, and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever: Provided always, and it is declared and agreed by and between all the said Parties to these Presents, and their true Intent and Meaning is, and so is hereby declared to be, that it shall and may be lawful to and for the said *A. H.* from Time to Time, during his natural Life, to make any Grants of any Copyholds within any the Manors hereby granted and released, according to the Custom of the respective Manors, of which the said Copyholds are held, and also to make any Demise, Lease or Grant of any the Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted, or by any Part or Parts, Parcel or Parcels thereof, (except the capital Messuage called, the *G.* and the Outhouses, Gardens and Curtilage thereunto belonging,) to any Person or Persons whatsoever, for any Term or Number of Years not exceeding 21 Years, so as on every such Lease there be reserved, during the Continuance thereof, the best and most improved Rent that can be reasonably gotten for the same, without taking any Fine or Income, or any Thing in Lieu of a Fine or Income; and so as no such Lease be made without Impeachment of Waste by any express Words; and so as such Lease and Leases contain a Condition of Re-entry for Nonpayment of the Rent thereon to be reserved; and so as such Lessee and Lessees do execute Counterparts of their respective Leases,

Leases: Provided also, that it shall and may be lawful to and for the said *A. H.* in Case he shall survive and outlive the said Lady *E. H.* his Wife, at any Time after her Death, but not before, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered in the Presence of two or more credible Witnesses, to demise or grant any of the said Manors, Lands, Tenements, Hereditaments and Premises hereby granted, not exceeding the annual Value or Rent of 800 *l.* for any Term or Number of Years, for raising and securing any Sum not exceeding 10000 *l.* for his own Use and Benefit, so as such Term and Estate be made subject to a Proviso, to be void on Payment thereof, with legal Interest; any Thing herein before contained to the contrary notwithstanding: And the said *A. H.* for himself, his Heirs, Executors and Administrators doth covenant, promise and grant, to and with the said Earl of *B.* his Heirs, Executors and Administrators, in Manner and Form following, (that is to say,) That he the said *A. H.* is seised of the said Manors and Premises, of a good, sure, absolute and indefeasible Estate of Inheritance in Fee-simple, and hath in himself good Right, full Power, and lawful and absolute Authority, to grant, limit and settle the same, to the several Uses, Intents and Purposes herein before limited, declared and expressed, touching and concerning the same; and that the said Manors, Lands, Tenements, Hereditaments and Premises, shall and may for ever hereafter be peaceably and quietly held and enjoyed, according to the several Estates and Uses herein before limited, touching and concerning the same, without any Let, Suit, Denial or Interruption of or by the said *A. H.* or any claiming or to claim, by, from or under him, or by, from or under *A. H.* the Father, Sir *R. H.* his Grandfather, any or either of them (except as herein after excepted;) and that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all prior and other Gifts, Grants, Bargains, Sales, Leases, Mortgages,
Judg-

Judgments, Statutes Merchant, and of the Staple, Recognizances, Executions, Titles, Troubles, Charges and Incumbrances whatsoever, by the said *A. H.* (Party to these Presents,) *A. H.* his Father, Sir *R. H.* his Grandfather, any or either of them, done, committed, omitted or suffered, (except the respective Grants made to Copyholders, and the respective Leases made to the Tenants of the said Premises; and also except a Mortgage made to Mr. *T.* of the Manor of *B.* for securing 2000 *l.* one other Mortgage made to *F. L.* of the Manor of *N. S.* for securing 3000 *l.* one other Mortgage of the Houses in *P. R.* made to Mrs. *E. H.* for securing 2000 *l.* one other Mortgage of the Mannor of *H.* to *C. A.* for securing the Sum of 1000 *l.* and one other Mortgage made to the said Mr. *L.* of the Manor of *G.* for 1000 *l.* and the Sum of 4600 *l.* due to the Brothers and Sisters of the said *A. H.* (Party to these Presents,) which said Sum of 4600 *l.* it is agreed shall be paid out of the said Sum of 5000 *l.* now paid to the said *A. H.* (Party to these Presents) and the said Mortgage Debts are agreed to be paid off by Sale of Timber, pursuant to Trusts declared in an Indenture, bearing Date the thirtieth Day of *July* last past before the Date hereof, and made between the said *A. H.* Party to these Presents, of the one Part, and the said *J. B. R. H.* and *H. H.* of the other Part. And Lastly, that he the said *A. H.* (Party to these Presents) his Heirs, Executors and Administrators, shall and will from Time to Time, and at any Time within the Space of seven Years next ensuing the Date of these Presents, at the Request, Costs and Charges in the Law, of the said Earl of *B.* do or cause to be done any further or other reasonable Act, Matter or Thing, be it by Matter of Record or otherwise, for the further and better Assuring the said Premises to the several Uses herein before limited and expressed, and subject to the Trusts, Provisoes and Limitations herein before declared and mentioned, as by the said Earl of *B.* his Heirs, Executors or Administrators, or his or their Counsel

Counsel learned in the Law, shall be reasonably devised, advised or required, so as such further Assurance contain no further or other Covenant or Warranty than against the Parties required to execute the same, his Acts, Heirs, Executors or Administrators; and so as such Party be not compelled or compellable, for the doing thereof, to go or travel from his or her Habitation or Place of abode, at the Time of such Request to be made.
In Witness, &c.

A Settlement in Bar of Dower, &c.

- (3.) **T**HIS Indenture tripartite, made, &c. between *T. H.* of, &c. Esq; and *M.* his Wife, Daughter of *R. C.* late of, &c. Esq; deceased, of the first Part, *T. G.* of, &c. Esq; *M. P.* of, &c. Esq; of the second Part, and Sir *J. S.* of, &c. and *W. G.* of, &c. Esq; of the third Part: Whereas the said *T. H.* did in *Trinity Term*, in the tenth Year of his present Majesty's Reign, levy a Fine with Proclamations of the Manor, Lands, Tenements and Hereditaments herein after mentioned, to the said *T. G.* and *M. P.* which said Fine was so levied, in order to vest a good Fee-simple in the said *T. H.* to the Intent he might settle pursuant to an Agreement before Marriage with the said *M.* Now this Indenture witnesseth that the said *T. H.* for and in Consideration of the said Marriage already had and solemnized, between the said *T. H.* and *M.* his Wife, and of the Sum of 2500 *l.* of, &c. to the said *T. H.* well and truly in Hand paid or secured to be paid, at or before the Ensealing and Delivery of these Presents, for and as the Marriage Portion of the said *M.* the Receipt whereof is hereby acknowledged; and for settling and assuring of the said Yearly Sum or Payment of, &c. of good, &c. free from all Taxes, ordinary and extraordinary, by any Act or

or Acts of Parliament already made, or hereafter to be made, or otherwise howsoever, to and upon the said *M.* for the Term of her natural Life, in Case she shall happen to survive the said *T. H.* in Lieu, full Satisfaction and Bar of her Dower and Thirds at Common Law; and for the Settling and Assuring of the Manor, Messuages, Farms, Lands, Tenements and Hereditaments herein after mentioned to continue in the Name and Blood of the said *T. H.* so long as it should please God, and to the End the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, may be settled and established, to and for the Uses, Intents and Purposes, and upon and under the Trusts, Powers, Provisoes and Agreements, herein after limited and expressed, and for other good Causes and Considerations hereunto especially moving, he the said *T. H.* hath granted, &c. and by these Presents doth grant, &c. unto the said *T. G. M. P.* Sir *J. S.* and *W. G.* (in their actual Possession, &c.) and to their Heirs, all that, &c. and the Reversion, &c. and all the Estate, &c. of the said *T. H.* of, in and to the same, and every or any Part thereof: To have and to hold the said Manor, &c. unto the said *T. G. M. P.* Sir *J. S.* and *W. G.* and their Heirs, to the Uses and upon the Trusts, and subject to the Powers, Provisoes and Limitations herein after expressed, (that is to say,) to the Use of the said *T. H.* for and during the Term of his natural Life, *By Deed's* without Impeachment of or for any Manner of Waste, *forfeited, or otherwise.* and from and after the Determination of that Estate, to the Use of the said *T. H.* and *N. P.* and their Heirs, during the Life of the said *T. H.* upon Trust, to support and preserve the contingent Uses and Estate thereof, herein after limited from being barred, &c. and for that Purpose, &c. and from and after the Decease of the said *T. H.* then to the Use, Intent and Purpose, that the said *M.* and her Assigns shall and may have, receive, and take yearly and every Year, during the Term of her natural Life, the annual Payment or yearly Rent Charge of, &c. of good, &c. to be issuing and going out of

all and every the said Manors, &c. (without any Abatement for Taxes, Charges, Assessments, or Incumbrances of any Kind whatsoever,) the said annual Payment or yearly Rent-charge of, &c. to be payable and paid at two of the most usual Feasts or Days of Payment in the Year, (that is to say,) *Michaelmas* and *Lady-Day*, by equal Portions, for the Jointure of her the said M. and in full Bar and Recompence of all such Dower and Thirds at the Common Law, as she the said M. shall or may have or claim out of any the said Manor, &c. and Hereditaments of the said T. H. or whereof or wherein he shall at any Time be seised, during the Coverture between them, and that she survive him; the first Payment thereof to begin and be made at such of the said Feasts, as shall first and next happen after the Decease of the said T. H. and to this further Use and Intent, that if it shall happen that the said annual Payment or yearly Rent-Charge of, &c. shall happen, &c.

*Twenty
Days.*

And as for and concerning all and every the said Manor, Messuages, Farms, Lands, Tenements, &c. Hereditaments and Premises, comprised in the said Fine, and hereby granted and released, charged and chargeable with the said yearly Rent or Payment of, &c. *per Annum*, as aforesaid, to the Use of the first Son of the said T. H. on the Body of the said M. to be begotten, and of the Heirs Male of, &c. [as in others,] and for Want of such Issue, to the Right Heirs of the said T. H. for ever: Provided always, and it is hereby declared, meant and intended by and between the said Partics to

*To continue
in the Name,
so no Re-
mainder to
Daughters,
for that
Reason.*

these Presents, that in Case there shall be Issue one or more Daughter or Daughters between them the said T. H. and M. his Wife, that then it shall and may be lawful to and for the said T. H. at any Time or Times hereafter, during his natural Life, by any Deed or Writing, to demise, mortgage or charge such Parts of the Premises, as shall be a sufficient Security for the raising any Sum, not exceeding 5000*l.* or by an absolute Sale of a

com-

competent Part thereof for the Purpose aforesaid, for the Portion or Portions of such Daughter and Daughters and younger Children, and to be paid to her or them, in such Manner and Form, as the said *T. H.* by such Deed or Writing shall direct or appoint: Provided also, and it is declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *T. H.* at any Time hereafter, during the Term of his natural Life, by any Writing under his Hand and Seal, testified by two or more credible Witnesses, to give, limit and appoint unto *J. H.* his Sister, and her Assigns, for the Life of the said *A. H.* only an Annuity or yearly Rent-Charge, not exceeding 20 *l.* a Year, to be issuing and going out of the said Manor, &c. and Premises, with Clause of Distress for Non-payment of the said Annuity, to commence and be paid at such Days and Times, and by such Proportions, as the said *T. H.* by such Writing, so to be testified as aforesaid, shall direct and appoint; so as such Annuity be not made to prejudice the Payment of the said—a Year herein before limited to the said *M.* for her Jointure as aforesaid, but be subject thereunto; any Thing herein before contained to the contrary in any wise notwithstanding: Provided [*a Power to T. H. to grant Leases; Covenant that he is seised, &c. and that he hath good Right, &c. to the several Uses, &c. in and by these Presents limited, &c. and declared concerning the same and in Manner and Form aforesaid*] And also that the said *M.* and her Assigns, from and after the Decease of the said *T. H.* if she happen to survive him, shall and may have, receive and take out of the said Manor, Lands and Premises, the said annual Sum of, &c. of good, &c. at the Days and Times, and in Manner as the same is herein before limited to be paid, without any Deduction, Defalcation or Abatement thereout for Taxes, Charges, Assessments, or other Payments whatsoever, imposed or to be imposed on the said annual Sum of, &c. or any Part thereof, or on the said *M.*

her Assigns, &c. in Respect thereof, or on the said Manor, Lands and Premises, charged with the Payment thereof by Authority of Parliament, &c. [other usual Covenants in Settlements.]

A Settlement made by a Widow on herself and her Children, of an Estate descended from her Ancestors, on Condition of taking their Mother's Maiden Name or Surname.

- (4.) **T**HIS Indenture quadripartite, &c. between E. G. Widow and Relict of J. G. late of, &c. Esq; deceased, and only Daughter and Heir of T. R. late of, &c. Esq; deceased, of the first Part, T. G. Esq; and J. G. Gent. only Children of the said E. G. by the said J. G. deceased, of the second Part, Sir T. H. of, &c. Bart. and Sir H. B. of, &c. Bart. of the third Part, and R. W. of, &c. of the fourth Part, witnesseth, that for Settling and Assuring the Manors, Lands, Tenements and Hereditaments herein after mentioned to be granted, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoos, Limitations and Agreements herein after limited, declared and expressed; and for and in Consideration of the Sum of 100. of, &c. to the said E. G. in Hand paid by the said Sir T. H. at and before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations, &c. the said E. G. hath granted, bargained, sold, aliened, released and confirmed and by these Presents doth fully, clearly and absolutely grant, bargain, &c. unto the said Sir T. H. (in his actual Possession now being, &c.) and to his Heirs, all those the Manors, &c. and all other the Manors, Lands, Tenements and Hereditaments, which were formerly the Inheritance of A. R. Father of the said T. R. and Grand-

Grandfather of the said *E. G.* and which descended or otherwise came to the said *E. G.* situate, &c. or elsewhere in the said County of *S.* and the Reversion, &c. and all the Estate, &c. of the said *E. G.* in and to the same; To have and to hold the said Manor, Lands, Hereditaments, and all and singular other the Premises hereby granted or intended so to be, with their and every of their Rights, Royalties, Members and Appurtenances unto the said Sir *T. H.* his Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, described and expressed, (that is to say,) To the Use and Behoof of the said *E. G.* and her Assigns, during such Time as she shall continue sole and unmarried, without Impeachment of Waste, and immediately after the said *E. G.* shall marry, to the Use, Intent and Purpose that the said *T. G.* Party to these Presents, and *J. G.* Party also to these Presents, Sons of the said *E. G.* shall and may have and receive, during the Life of the said *E. G.* their Mother, the annual Sums following, *viz.* the said *T. G.* Party, &c. the annual Sum of 200*l.* and the said *J. G.* Party to these Presents, the annual Sum of 100*l.* the said annual Sums of 200*l.* and 100*l.* to be respectively issuing out of, and charged and chargeable upon all the Manor, Lordships, Lands, Tenements, Hereditaments and Premises hereby granted or intended so to be, and to be payable and paid to the said *T. G.* and *J. G.* Parties, &c. *viz.* 200*l.* *per Annum*, to the said *T. G.* and 100*l.* *per Annum* to the said *J. G.* at the two most usual Feasts or Days of Payment in the Year, *viz.* *Michaelmas* and *Lady-Day*, by equal half-yearly Payments, without any Deduction or Abatement, for or by Reason of any Taxes, Parliamentary or others; the first Payment to begin and be made to them respectively at such of the said Feasts as shall next happen after the Marriage of the said *E. G.* And if it shall happen the said annual Sums or yearly Rent-Charges of 200*l.* or

100*l.*

100 *l.* or either of them, or any Part of them, or either of them, to be behind and unpaid by the Space of thirty Days after any of the Feasts, whereon the same is hereby made payable, that then and so often it shall and may be lawful to and for the said *T. G.* and *J. G.* respectively, and such of them whose Annuity or Rent-Charges shall be so in Arrear, into the said Manors and Premises, or any Part of them respectively, to enter and distrain, and the Distress and Distresses then and there found, take, lead, drive, carry away and impound, and in Pound to detain, until the said annual Sum so due to the Party distraining, and all Arrears thereof, and the Costs and Charges in taking such Distress and Distresses shall be fully paid and satisfied, and charged and chargeable with the said annual Sums of 200 *l.* and 100 *l.* to the Use and Behoof of the said *E. G.* and her Assigns, for and during the Term of her natural Life; and from and after her Decease, then as for, touching and concerning all that the said Farm of *M.* in *P.* now in the Occupation of *A. J.* and all that Farm called *L.* now in the Possession of *W. M.* and all that, &c. being all Part of the above granted Premises, to the Use and Behoof of the said Sir *T. H.* and Sir *H. B.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 100 Years, fully to be compleat and ended, without Impeachment of Waste on the Trusts herein after mentioned and declared; and from and after the End, Expiration or other sooner Determination of the said Term of 100 Years, then as for and concerning the Reversion and Inheritance of the said Farms called *M. L.* &c. and as for and concerning the said Manors of *M. L.* and all other the Manors, Lands, Tenements, Hereditaments and Premises hereby granted, as the respective Uses herein before limited shall respectively end and determine, to the Use and Behoof of the said *T. G.* Party, &c. for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination

nation of that Estate, to the Use of the said *R. W.* and his Heirs, during the natural Life of the said *T. G.* upon Trust to preserve the contingent Uses herein after limited; but yet so as to permit the said *T. G.* and his Assigns, to receive the Rents, Issues and Profits of the said Premises, during his natural Life, and from and after his Decease, to the Use and Behoof of the first Son of the Body of the said *T. G.* Party, &c. lawfully to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; and for Want of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all other the Sons of the Body of the said *T. G.* Party, &c. lawfully to be begotten, severally, &c. [*as in others,*] and for Want of such Issue, to the Use of the said Sir *T. H.* and Sir *H. B.* their Executors, Administrators and Assigns, for the Term of 200 Years, without Impeachment of Waste, on the Trusts herein after declared; and after the End, Expiration, or other sooner Determination of the said Term of 200 Years, to the Use and Behoof of the said *J. G.* Party to these Presents and his Assigns, during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use of the said *R. W.* and his Heirs [*as before for T. G. to the End of the Uses,*] and for Want of such Issue Male, to the Use of all and every the Daughters of the said *T. G.* Party, &c. and all and every the Daughters of the said *J. G.* Party, &c. and the Heirs of their respective Bodies to be begotten; they, if more than one, to take as Tenants in Common, not as Joint-tenants; and if any of the said Daughters shall die without Issue, then to the Use and Behoof of the surviving Daughters and Daughter, and the Heirs of her and their Body and Bodies respectively issuing; and for Want of such Issue, to the Use and Behoof of the said *E. G.* her Heirs and Assigns for ever: Provided always, and these Presents are upon this Condition, that if the said *T. G.* Party, &c. and his Sons, and the said *J. G.* Party, &c.

&c. and his Sons, shall not, within one Year after they shall respectively come into the actual Possession of the said Manors and Premisses, by Virtue of the Limitations aforesaid, take upon him and themselves the Name of *W.* and use the Arms of the *W.* Family, and stile and write him and themselves by the Surname of *W.* then the Use hereby limited to the Party so refusing or neglecting to take the Surname and use the Arms of *W.* aforesaid, shall cease and be void, and the said Estate shall go over to the Male in Remainder; any Thing herein contained to the contrary thereof notwithstanding: Provided also, that it shall and may be lawful to and for the said *E. G.* during her Widowhood, and to and for the said *T. G.* and *J. G.* Parties, &c. as and when they shall respectively be in the actual Possession of the said Premisses; by Virtue of the Limitations aforesaid, to make any Lease or Leases of the said Manors and Premisses, or any Part of them, for any Term or Number of Years, not exceeding twenty-one Years at Rack-Rent, without Fine, so as no Lease be made without impeachment of Waste, and every Lease contain a Condition of Re-entry, and the Lessees execute Counterparts of their respective Leases: Provided also, that it shall and may be lawful to and for the said *T. G.* and *J. G.* Parties to these Presents, when and as often as they shall respectively be in the actual Possession of the said Manors and Premisses by Virtue of the Limitations aforesaid, and not before, from Time to Time during their respective natural Lives, by any Deed or Deeds, Writing or Writings, Signed and Attested by two or more credible Witnesses, to limit or appoint any Part of the said Manors and Premisses, subject to the precedent Charges thereon, not exceeding 300 *l.* a Year, for the Life or Lives of any Woman or Women, as they shall respectively marry, as and for a Jointure, such Limitation or Appointment to be made, either before or after Marriage, but not to be made without Impeachment of Waste; any Thing herein before contained or declared

to the contrary notwithstanding; and as for, touching and concerning the said Term of 100 Years before limited to the said Sir T. H. and Sir H. B. their Heirs, Executors, Administrators and Assigns, the same is limited to them upon Trust, that they and the Survivor of them, and the Executors and Administrators of such Survivor, shall, after the Death of the said E. G. and not before, if the said T. G. or any Issue Male of his Body shall be then living, by and out of the Rents, Issues and Profits of the said Premises, by Mortgage or Sale of a competent Part of the said Manors and Premises comprised in the said Term of 100 Years, levy and raise the Sum of 3000 *l.* and pay the same to the said J. G. at his Age of twenty-one Years, with Interest for the same, after the Death of the said E. G. till Payment; the Interest to be paid Half-yearly at *Lady-Day* and *Michaelmas*; the first Payment to be made on such of the said Feasts as shall next happen after the Death of the said E. G. and after Payment of the said 3000 *l.* and Interest; or if the said J. G. shall die without Issue Male living his Mother, then the said Term of 100 Years to cease: And it is hereby declared, that the said Sum of 3000 *l.* hereby provided for the said J. G. is in full Satisfaction of 3000 *l.* given him by his Father's Will, and charged on the Real Estate, but of no other Sum given him by the said Will; and as for, touching and concerning the said Term of 200 Years, herein before limited to the said Sir T. H. and Sir H. B. their Executors, Administrators and Assigns, the same is so limited to them on the Trusts herein after expressed, (that is to say,) in Case the said T. G. Party, &c. shall die without Issue Male, or there being such Issue Male, all of them shall die without Issue Male, under the Age of twenty-one Years, and the said T. G. shall have one or more Daughter or Daughters of his Body lawfully begotten, living at his Death, or born after; then and in such Case the said Trustees and the Survivor of them, his Executors or

Administrators, shall, by the Ways and Means aforesaid, levy and raise the Sum of 3000*l.* for the Portion of such Daughter, if but one; and if more than one, then to be equally divided among them, Share and Share alike; the same to be paid at their Age or Ages of twenty-one Years, or Marriage after the Commencement of the said Term, which shall first happen; and if the said Daughter or Daughters shall attain the Age of twenty-one Years, or be married before the Commencement of the said Term, then so soon after the Commencement of the said Term, as the same can conveniently be raised, and after the Payment of the said Sum of 3000*l.* or if there shall be no such Daughter or Daughters, or being such, all of them shall die before the Age of twenty-one Years, or Marriage, and the Trustees Charges and Expences, which they are hereby impowered to deduct, shall be fully satisfied and paid, then the said Term of 200 Years to cease: Provided lastly, that it shall and may be lawful to and for the said *E. G.* during such Time as she continues sole and unmarried, by and with the Consent of the said Sir *T. H.* and *J. E.* of *B.*'s Hall in the County of *N.* Esq; *N. P.* of, &c. *W. S.* of, &c. or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, signified in Writing by any Deed or Deeds, Writing or Writings, Signed and Sealed by her in the Presence of three credible Witnesses, to be inrolled in the High Court of Chancery, within three Calendar Months after the Date thereof, and not otherwise, to revoke, alter, change and make void all or any the Uses, Estates, Trusts and Limitations of the said Manors, Lands, Tenements, Hereditaments and Premises, or any Part thereof in these Presents contained; and by the same or any other Deed or Deeds, with such Consent, and attested and to be inrolled as aforesaid, and not otherwise, to declare, limit or appoint any new or other Use or Uses of the said Manors and Premises, whereof the Use shall be so revoked, either with

with Power of Revocation or without, or with any other Powers; any Thing herein before contained to the contrary in any wise notwithstanding. *In Witness, &c.*

A Settlement made by Mrs. S. B. on her Relations.

THIS Indenture tripartite, made, &c. between *S. B.* (5.)
of, &c. Spinster, of the first Part, *C. K.* of, &c. and
T. B. of, &c. of the second Part, *C. W.* of, &c. *J. W.* of,
&c. *M. C.* and *R. C.* her Son, and *M. H.* and *A. H.* of, *Relations of*
&c. of the third Part, witnesseth, That for and in Con- *the said*
sideration of the natural Love and Affection which she *S. B.*
the said *S. B.* hath and beareth unto the said *C. W.* *J. W.* *Deriving*
M. C. *R. C.* *M. H.* and *A. H.* and for the settling and *their Pedit-*
Affuring the Manors, Messuages, Lands, Tenements and
Hereditaments herein after mentioned, to be hereby
granted and released, unto and for the Uses, Intents
and Purposes, and under and subject to the Proviso and
Agreements herein after mentioned, expressed and de-
clared, of and concerning the same; and for and in
Consideration of the Sum of 10*s.* of, &c. to the said
S. B. in Hand paid by the said *C. K.* and *T. B.* at or be-
fore, &c. the Receipt, &c. she the said *S. B.* hath
granted, bargained, sold, released and confirmed, and
by these Presents doth grant, &c. [*as in others,*] all
those, &c. and the Reversion, &c. and all the Estate,
&c. whatsoever, of her the said *S. B.* of, into or out of
the said Manors, Messuages, Lands, Tenements, Here-
ditaments and Premises, or any of them, or any Part
or Parcel thereof; To have and to hold the said Ma-
nors, Messuages, Lands, Tenements, Hereditaments, and
all and singular other the Premises, with their and every
of their Rights, Members and Appurtenances, unto
the said *C. K.* and *T. B.* their Heirs and Assigns, for

ever, (subject to such Annuities, Rents and Incumbrances, as the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses were charged or chargeable withal, before the Death of Sir J. B. Brother of the said S. B. unto or in Trust for any Person or Persons whatsoever, except the said S. B.) to and for the Uses, Intents and Purposes, and under and subject to the Proviso and Agreements herein after mentioned, expressed and declared of and concerning the same, (that is to say,) to the Use and Behoof of her the said S. B. and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste; and from and after her Decease, then as to, for and concerning one full fourth Part of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, (the whole into four equal Parts to be divided,) to the Use and Behoof of the said C. W. and of his Heirs and Assigns, for ever; and as to, for and concerning one other full fourth Part thereof of the said J. W. and of his Heirs and Assigns for ever; and as to, for and concerning one other full fourth Part thereof, to the Use and Behoof of the said M. C. and her Assigns, for and during the Term of her natural Life, and from and after her Decease, then to the Use and Behoof of the said R. C. and of his Heirs and Assigns for ever; and as to, for and concerning the remaining fourth Part thereof, to the Use and Behoof of the said M. H. and A. H. and of their Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever: Provided always nevertheless, and it is hereby declared and agreed by and between all the said Parties to these Presents, and it is the true Intent and Meaning of them and of these Presents, that in Case the said S. B. shall at any Time hereafter marry and have Issue of her Body, then and in such Case, if the said S. B. or any other Person, on the Behalf of the Issue, shall at any Time, during her natural Life, and during the Life or Lives of such Issue, or within six Months

Months after her Decease, leaving Issue, pay, or to the good Liking of the said *C. H.* and *T. B.* or the Survivor of them, or the Executors or Administrators of such Survivors, sufficiently and effectually secure to be paid unto them, the said *C. K.* and *T. B.* or the Survivor of them, the Executors or Administrators of such Survivor, the Sum of 8000*l.* of lawful Money of *Great Britain*, upon the Trusts, and to and for the Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same, (that is to say,) as to, for and concerning 2000*l.* Part of the said Sum of 8000*l.* in Trust for and for the only Benefit of the said *C. W.* his Executors and Administrators, and as to, for and concerning the Sum of 2000*l.* other Part of the said Sum of 8000*l.* in Trust for, and for the only Benefit of the said *J. W.* his Executors and Administrators; and as to, for and concerning the Sum of 2000*l.* other Part of the said Sum of 8000*l.* in Trust for, and for the only Benefit of the said *R. C.* his Executors and Administrators, from and after the Decease of the said *M. C.* his Mother, (who is to have and enjoy the Interest and Produce of the said last mentioned Sum of 2000*l.* for and during the Term of her natural Life,) and as to, for and concerning the remaining 2000*l.* Residue of the said Sum of 8000*l.* in Trust for, and for the only Benefit of the said *M. H.* and *A. H.* and the Survivor of them, in Case the said *M. H.* and *A. H.* or either of them shall survive the said *S. B.* and attain her or their Age of twenty-one Years, or be married: But if it shall happen that the said *M. H.* and *A. H.* shall both of them die, during the Life of the said *S. B.* or if they shall die after her Death, and before they or either of them shall attain the Age of one and twenty Years, or be married; then in Trust, as to the said 2000*l.* limited to them or the Survivor of them, unto and for the Benefit of the said *C. W.* *J. W.* and *R. C.* their respective Executors and Administrators, to be equally divided among them

them, and they to take the same as Tenants in Common, and not as Joint-Tenants, then and at all Times after the said sum of 8000*l.* shall be paid or secured to be paid by the said *S. B.* in Manner as aforesaid, all and every the Uses and Estates herein before limited, of or concerning the aforesaid Manors, Messuages, Lands, Tenements, Hereditaments and Premises, or any Part of them or any of them, shall cease, determine, and be utterly void, to all Intents and Purposes, and then and from thenceforth they the said *C. K.* and *T. B.* and their Heirs, shall stand and be seised of the same Manors, Messuages, Lands, Tenements, Hereditaments and Premises, to and for the only proper Use and Behoof of the said *S. B.* and of her Heirs and Assigns for ever; any Thing herein before contained to the contrary thereof, in any wise notwithstanding; and the said *S. B.* covenants, [*in Form,*] that she hath done no Act to incumber the said Premises, or any Part thereof, [*Covenant for further Assurance at the Charge of the Trustees.*] *In Witness, &c.*

A Settlement of a Gentleman's Estate by Lease and Release.

(6.) **T**HIS Indenture made, &c. between *J. W.* of, &c. Esq; of the one Part, and Sir *H. L.* of, &c. Bart. and *A. B.* of, &c. Esq; of the other part, witnesseth, &c. [*as in other Releases, for 5*s.* Consideration; and so to the Habendum,*] To have and to hold the said Manors, &c. unto the said Sir *H. L.* and *A. B.* their Heirs and Assigns, to the Use of the said *J. W.* for and during the Term of his natural Life; and from and after his Decease, to the Use of the said Sir *H. L.* and *A. B.* their Heirs and Assigns for ever; in Trust nevertheless for such Person and Persons, and for such Estate and Estates, Intents and Purposes, as the said *J. W.* by his Last Will hath devised

devised or limited, or shall devise or limit the same Manors, Lands and Premisses respectively; and for Want of such Devise or Limitation, in Trust for the said *J. W.* his Heirs and Assigns forever. *In Witness, &c.*

A Settlement of Lands held by Lease for three Lives, on a Marriage.

[By Lease and Release it must be.]

THIS Indenture tripartite made the, &c. Day of, (7.)
 &c. between *J. W.* of, &c. of the first Part, *M. F.*
 of, &c. Spinster, one of the Daughters of Sir *P. F.* late
 of *L. Knt.* deceased, of the second Part, and *R. H.* of
P. &c. and *R. F.* of, &c. of the third Part: Whereas,
[Recite a Lease for three Lives,] to hold the same,
 except before excepted, unto the said *J. W.* his Heirs
 and Assigns, for and during the natural Lives of the
 said *J. W. C. W.* Brother of the said *J. W.* and *A. G.*
 Wife of Mr. *J. G.* Clerk, Rector of *S.* in the County
 of *D.* and the Life natural of the longest Liver of them;
 yielding and paying, &c. as in and by the said Indenture of Lease, Relation being thereunto had, may more
 fully appear; and whereas a Marriage is, (by God's
 Permission,) shortly to be had and solemnized between
 the said *J. W.* and *M. F.* and upon the Treaty of the
 said Marriage, it hath been agreed, that in Consideration
 thereof and of the Portion and Estate of the said
M. F. to which the said *J. W.* will by his said Marriage
 be entitled, the said Leasehold Premisses shall be settled
 upon the said *J. W.* and *M. F.* and for the Benefit
 of the Issue of the said intended Marriage between
 them to be begotten, in Manner herein after mentioned.
 Now this Indenture witnesseth, that in Consideration
 of the said intended Marriage, and of the Portion and
 Estate

Estate, which the said *J. W.* will by his said Marriage with the said *M. F.* be intitled to, and for settling the said Leasehold Premises, and making Provision of Maintenance for the said *M. F.* in Case the said Marriage shall take Effect, and she shall happen to survive the said *J. W.* her intended Husband; and for making Provision for the Issue of the said intended Marriage, in such Manner as is herein after declared and expressed; and for and in Consideration of the Sum of 10 *l.* of, &c. to the said *J. W.* in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid by the said *B. H.* and *R. F.* the Receipt whereof is hereby acknowledged, he the said *J. W.* hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, bargain, sell, release and confirm unto the said *B. H.* and *R. F.* in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made by the said *J. W.* for 5 *l.* Consideration, by Indenture bearing Date the Day next before the Day of the Date hereof, for one whole Year from the Day next before the Day of the Date thereof, and by Force of the Statute made for transferring Uses into Possession, (their Heirs and Assigns,) all that the said, &c. and also all and every other the, &c. and Premises whatsoever, herein before recited or mentioned to be, in and by the said recited Indenture of Lease, granted to the said *J. W.* as aforesaid, with their and every of their Appurtenances, except as in the said recited Indenture of Lease is before mentioned to be excepted; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the same Premises, all the Estate, Right Title, Interest, Property, Claim and Demand whatsoever, of him the said *J. W.* of, in and to the said, &c. and other Premises, and every Part and Parcel thereof; To have and to hold the said, &c. and all and singular other the Premises mentioned and intended to be hereby released, except as is before excepted, unto the said *B. H.* and *R. F.* their Heirs and Assigns, for and during the natural

natural Lives of the said *J. W. C. W.* and *A. G.* and the Life of the longest Liver of them, (under and subject to the Rents and Covenants in the said recited Indenture of Lease contained, on the Tenant or Lessee's Part, from henceforth to be paid, done and performed for the same) upon the several Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoes and Agreements herein after declared or expressed concerning the same, (that is to say,) to the Use and Behoof of the said *J. W.* and his Heirs, in the mean Time, until the said intended Marriage shall be had and solemnized, and from and after the Solemnization of the said intended Marriage, to the Use and Behoof of the said *J. W.* and his Assigns, for and during the Term of his natural Life, he and they paying the Rents, and performing the Covenants in the said recited Indenture of Lease contained, on the Tenant or Lessee's Part, during his Life-Time, to be paid and performed for the same; and from and after the Decease of the said *J. W.* to the Use and Behoof of the said *M. F.* and her Assigns, for and during the Term of her natural Life, (subject to such Rents and Covenants as aforesaid,) for her Jointure, and for and in Lieu, Recompence, and full Satisfaction, and Bar of all Dower, Right, Thirds and Title of Dower, which she the said *M. F.* can or may have or claim, of, in or to any Messuage, Lands or Hereditaments, whereof or wherein the said *J. W.* now is, or at any Time hereafter, during the said intended Coverture shall or may be seised of any Estate of Inheritance; and from and after the Decease of the said *M. F.* to the Use and Behoof of the said *B. H.* and *R. F.* their Heirs and Assigns upon the Trusts, and to and for the Intents and Purposes herein after declared or expressed concerning the same, (that is to say) upon Trust, that if the said intended Marriage shall take Effect, and the said *J. W.* shall have Issue an only or eldest Son by him begotten on the Body of the said *M. F.* whether Born in his Life-Time or after his Decease, and shall also have one

or more Daughter or Daughters, or younger Son or Sons by him begotten on the Body of the said *M. F.* whether born in his Life-Time or after his Decease, that then and in such Case the said *B. H.* and *R. F.* and the Survivor of them, his Executors or Administrators, either by or with the Direction or Consent of the said *J. W.* in his Life-Time, if he think fit, or else after his Death, shall and do, by and out of the Rents, Issues and Profits, or by Sale, Mortgage or other Disposition of the said, &c. Lands, Hereditaments and Premises, mentioned to be hereby released, for all their Estate and Interest therein, or any Part thereof, or by all or any the Ways and Means aforesaid, or any other Ways or Means which they in their Discretion shall think fit, levy, raise, and pay such Sum or Sums of Money, not exceeding, in the Whole the Sum of 2000*l.* of, &c. for the Portion or Portions of such younger Child or Children, at such Times and in such Proportions and Manner, as the said *J. W.* by any Deed or Deeds by him duly executed, in the Presence of two or more credible Witnesses, or by his Last Will or Testament in Writing, by him signed and published in the Presence of two or more Witnesses, shall direct or appoint; and for Want of such Direction or Appointment, then the Sum of 2000*l.* to be raised for, and equally to be divided between or among them, if more than one, Share and Share alike, and to be paid in Manner following, (that is to say,) to such younger Son or Sons, at his or their Age of twenty-one Years, or to be sooner applied or employed to and for his or their Advancement in the World, as the said *B. H.* and *R. F.* or the Survivor of them, his Executors or Administrators, shall in his or their Discretion think fit; and to such Daughter or Daughters, at her or their Age or Ages of twenty-one Years, or Day or Days of Marriage, which of them respectively shall first happen; and if any such Daughter or Daughters shall have attained her or their Age or Ages of twenty-one Years, or be married,

or

any such younger Son or Sons shall have attained his or their Age or Ages of twenty-one Years, in the Life-Time of the said *J. W.* then the Portion or Portions of such Daughter or Daughters attaining such Age, or marrying, as aforesaid, and of such younger Son or Sons, so attaining such Age or Ages; or so much thereof, as shall not have been sooner applied or imployed for the Advancement or Benefit of such younger Son or Sons, as aforesaid, shall be raised and paid in six Calendar Months, next after the Decease of the said *J. W.* with Interest from the Day of his Death; and in Case any such Daughter shall depart this Life before she shall attain her Age of twenty-one Years, or be married, or any such younger Son shall depart this Life, before he shall attain the Age of twenty-one Years; then the Portion of him or her so dying, or so much thereof as shall not have been sooner advanced, as aforesaid, shall go to such surviving Daughter or Daughters, as shall be unmarried, and such surviving Son or Sons, to be equally divided between or among them, if more than one such younger Child, Share and Share alike, and be payable, when and as his, her or their original Portion or Portions shall by Virtue of these Presents become payable; and upon this further Trust and Confidence, that they the said *B. H.* and *R. F.* and the Survivor of them, his Executors, Administrators and Assigns, shall and do, by and out of the Rents, Issues and Profits of all or any Part of the said, &c. Hereditaments and Premises, mentioned to be hereby released, as aforesaid, levy and raise such Maintenance in the mean Time, for such younger Child or Children as aforesaid, from the Death of the said *J. W.* until such Time as his, her or their respective Portion and Portions shall become due and payable, or be sooner paid as aforesaid, as they in their Discretion shall think fit, not exceeding the Interest of the Portions of such younger Child or Children; such Maintenance to be paid and payable at the four most usual Feasts or Days of Payment in the Year, (that is to say,) the Feast of

St. Michael the Archangel, &c by even and equal Portions, the first Payment thereof to begin and be made at such of the said Feasts, as shall first and next happen after the Decease of the said J.W. Provided always, that no such Sale or Mortgage, as aforesaid, shall be made, until some of the said Portions shall become due and payable; and that in Case the said J.W. shall in his Life-Time give to any of the said Daughter or Daughters in Marriage, or any of his said younger Son or Sons, any Sum or Sums of Money for or towards his, her or their Portion or Advancement in the World respectively, and by Writing under his Hand and Seal declare the same to be for or towards the Portion or Portions hereby provided, that then and in such Case, such Daughter and Daughters, or such younger Son or Sons, which shall have such Portion or Portions, or Sum or Sums of Money to him, her or them so given or advanced, shall after the Decease of the said J.W. have and receive only so much and such further Portion or Portions, by Virtue of these Presents, as together with the said Portion or Portions, or Sum or Sums of Money so given, or Advancement by the said J.W. in his Life-Time, shall compleat and make up the Portion and Portions hereby limited, provided or intended for him, her or them respectively, and no more; and upon further Trust and Confidence, that they the said B.H. and R.F. and their Heirs, shall and do, after the Decease of the said J.W. and M.F. his intended Wife, and the longer Liver of them, and full Payment and Satisfaction made of the Portions and Maintenance herein before respectively provided for such younger Child or Children, as aforesaid, if any such there be, and all Charges, Damages and Expences, occasioned by, or relating to the Execution of the Trusts hereby in them reposed, convey and assure the said Prebend, Parsonage, Manor, Capital Messuage, Clerk's Tithes, Lands, Hereditaments and Premises hereby released as aforesaid, and all their Estate and Interest therein, or in such Part thereof as shall then remain
unfold

unfold or undisposed of for the Purposes aforesaid, to and to the Use of such Son of the Body of the said *J. W.* on the Body of the said *M. F.* to be begotten, who shall first attain his Age of twenty-one Years, his Heirs and Assigns; and in Case there shall be no such Son, to and to the Use of all and every the Daughter and Daughters of the Body of the said *J. W.* on the Body of the said *M. F.* to be begotten, equally to be divided between them, if more than one; and her and their Heirs respectively to take as Tenants in Common, and not as Jointenants, nor to accrue by Survivorship; and in Case there shall be no such Son or Daughter, to and to the Use of the said *J. W.* his Heirs and Assigns, and to, for or upon no other Use, Trust, Intent or Purpose whatsoever: Provided always, and it is hereby declared to be the true Intent and Meaning of these Presents, and of the Parties hereunto, that it shall and may be lawful to and for the said *J. W.* and after his Decease, to and for the said *M. F.* his intended Wife, when she shall come into and be in the Possession of the said Messuages and Premises mentioned to be hereby released, by Indenture to demise or lease all or any of the same Messuages, Lands and Premises, to any Person or Persons, for any Term or Number of Years, not exceeding, &c. Years, in Possession, but not in Reversion, or by Way of future Interest; so as upon every such Lease or Leases there be reserved and made payable, during the Continuance thereof, the best and most improved Rent and Rents, that can then reasonably be had and obtained for the same, without any Fine or Income, or any other Matter or Thing, in the Nature or in Lieu of any Fine or Income, to be had or taken thereupon, or in Respect of the Making thereof; and so as the Lessee and Lessees, to whom such Lease or Leases shall be made, as aforesaid, doth and do seal and deliver Counter-part or Counterparts of such Lease or Leases; and so as in every such Lease there be contained a Clause of Re-entry, in Case the Rent and Rents thereupon to be reserved be behind and

and unpaid by the Space of twenty-one Days; and the said *J. W.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *B. H.* and *R. F.* their Heirs and Assigns, by these Presents, that he the said *J. W.* his Executors or Administrators, shall and will, within the Space of three Months next ensuing, in Case the said intended Marriage shall take Effect, at his own proper Costs and Charges, renew and take a new Lease of the said Leasehold Premises from the Dean of the Cathedral Church of *L.* and Prebendary of the said Prebend for the Time being, for three Lives, whereof the Life of the said *M. F.* shall be one, and from Time to Time afterwards, during the Lives of the said *J. W.* and *M. F.* and the Life of the longer Liver of them, shall and will, as and when any of the Persons, who shall be named for the Lives in such new Lease, shall happen to die, or within the Space of three Calendar Months then next following, at his own proper Costs and Charges, renew and take or cause to be renewed and taken from the said Dean of *L.* and Prebendary of the Prebend of *B.* for the Time being, a new Lease of the said Leasehold Premises for three Lives, (whereof the Life of the said *M. F.* whilst living, always to be one,) or for such other as large an Estate or Interest, as the said Dean of *L.* and Prebendary of the said Prebend for the Time being, shall have Power or be willing to lease for, at and under the like yearly Rents and Covenants, as by the said recited Indenture of Lease are reserved; so as there may be an Estate for two Lives at the least, of and in the said Leasehold Premises left in Being, and to come and unexpired at the Time of the Decease of the said *J. W.* Provided also, and it is hereby declared to be the true Intent and Meaning of these Presents, that the said Prebend, Manor, Capital Messuage, Tithes, Lands and Hereditaments, mentioned to be hereby released as aforesaid, and the new Lease or Leases thereof, upon any such Renewal or Renewals as aforesaid, by the said *J. W.* to be made,

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made, shall after such Renewal or Renewals, from Time to Time and at all Times, be subject to the said *B. H.* and *R. F.* and the Survivor of them, and his Heirs shall stand and be seised of, and interested in the said Prebend, Manor and Premises, and the same shall be and remain, for and during the Continuance of every such new Lease upon the same Trusts, and to and for the same Uses, Intents and Purposes, as in and by these Presents are herein before limited, expressed or declared concerning the same, and to, for or upon no other Use, Trust, Intent or Purpose whatsoever, and the said *J. W.* for himself, his Heirs and Assigns, doth covenant, promise and agree, to and with the said *B. H.* and *R. F.* their Heirs and Assigns by these Presents, in Manner following, (that is to say,) that for and notwithstanding any Act, Matter or Thing heretofore by him the said *J. W.* done, or wittingly suffered to the contrary, the said Indenture of Lease herein before recited or mentioned, is a good and sufficient Lease, valid in the Law, and is yet in Being, not forfeited, surrendered, or otherwise determinable or become void, and that (for and notwithstanding any such Act, Matter or Thing as aforesaid,) the said Prebend, Manor, Capital Messuage, Tithes, Lands, Hereditaments and Premises, mentioned to be hereby released, shall remain, continue, and be unto the said *B. H.* and *R. F.* their Heirs and Assigns, to, for and upon the several Trusts, Intents and Purposes herein before declared concerning the same, free and clear, and freely and clearly acquitted and discharged of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Forfeitures, Leases, Trusts, Limitations, Declarations, Charges, Acts, Things and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered by the said *J. W.* or any Person or Persons claiming or to claim, by, from or under him, or by, through or with his Act, Means, Default, Procurement, Consent or Privity: Provided always, and lastly, it is hereby declared

to.

to be the true Intent and Meaning of these Presents, and of the said Parties, that the said *B. H.* and *R. F.* their Heirs, Executors, Administrators or Assigns, shall not, nor shall any of them, by Virtue of these Presents be charged or chargeable with any Sum or Sums of Money, other than such as shall actually and respectively come to his Hands by Virtue of these Presents; nor shall they or either of them be charged or chargeable with the Receipts, Payments, Acts or Defaults of the other of them, but each of them, for and with his own Receipts, Payments, Acts and wilful Defaults only, and not otherwise, and shall and may retain and deduct to him and themselves, all such Costs, Charges, Damages and Expences, as they, either or any of them shall expend or be put unto, in Execution of the Trusts hereby in them reposed, or in any wise relating thereto. *In Witness, &c.*

Memorandum. It is hereby declared between the Parties to this Indenture before the Ensealing hereof, that in Case the said *J. W.* and *M. F.* shall both of them happen to depart this Life, leaving then an eldest or only Son of their Bodies issuing, under the Age of twenty-one Years, the said *B. H.* and *R. F.* their Executors or Administrators, shall receive the Rents and Profits of the within mentioned Prebend, Lands and Hereditaments, in the mean Time, until some Son, between them the said *J. W.* and *M. F.* begotten, shall attain his Age of twenty-one Years, and apply the same after (Payment of the Rent, and Performance of the Covenants in the Indenture of Lease within recited contained, on the Tenants or Lessees Part, to be paid and performed) for the Benefit of such eldest or only Son for the Time being.

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Vol. I

A Settlement of an Annuity of 600 l. per Annum, in Lieu of Dower, in Consideration of the said 600 l. to release Dower, and all to Sir F. D. Real and Personal Estate.

(8,)
THIS Indenture tripartite, made, &c. between Sir F. D. of, &c. Knt. and Bart. of the first Part, T. W. of, &c. and E. W. one of the Sisters of the said T. W. and one of the Daughters of L. W. deceased, of the second Part, and Sir O. B. of, &c. Bart and the Reverend J. K. Doctor of Divinity, and Master of, &c. of the third Part: Whereas a Marriage is, by God's Permission, intended to be shortly had and solemnized between the said Sir F. D. and the said E. W. with whom the said Sir F. D. is to have and receive the Sum of 16000 l. of, &c. in full for the Marriage Portion of the said E. W. to be paid by the said T. W. in Manner following, that is to say, 5000 l. Part thereof, on the tenth Day of July next ensuing the Date of these Presents, and the Sum of 11000 l. Residue thereof, within one Year next after the Solemnization of the said Marriage, in Consideration of which said Sums of 5000 l. and 11000 l. to be paid as aforesaid, they the said Sir F. D. and E. W. his intended Wife, have agreed on Payment of the said 5000 l. and giving his the said T. W. Bond for the remaining 11000 l. payable as aforesaid, at the Request, Costs and Charges of the said T. W. to grant, assign and convey to the said T. W. his Executors, Administrators and Assigns, all such Estate, Right, Title and Interest, as the said Sir F. D. and the said E. W. his intended Wife, or either of them have or claim, or can or may have or claim, of, into or out of the Manor of, &c. in the County of W. held by Lease for three Lives, of the Dean and Chapter of W. and all that the Manor and Tithes of F. in the County of L. held by Lease for three Lives, of the Bishop of W.

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and all other the Lands, Tenements, Tithes and Hereditaments, devised or settled, charged or tied with the Payment of any Sum or Sums of Money, Annual or in Gross, to be raised for the Portion or Maintenance of the said *E. W.* by any Settlement made by the said *L. W.* or *N.* his Wife, or by the Last Will and Testament of the said *L. W.* or the Last Will and Testament of the said *U. W.* his Wife, and also to assign to the said *T. W.* all such Stock and Shares of Stock in the *South Sea*, as the said Sir *F. D.* shall be intitled to, in the Right of the said *E. W.* and all such Goods and Personal Estates as the said *E. W.* has or claims from the said *U. W.* and also to release and discharge the said *T. W.* his Heirs, Executors and Administrators, of and from the Payment of all Portions, Sum and Sums of Money whatsoever, except the said Sum of 11000 *l.* to be paid within one Year after the Solemnization of the said intended Marriage, as aforesaid: And whereas the said Sir *F. D.* is a Freeman of the City of *L.* and is seized of divers Manors, Messuages, Lands, Tenements, Rents and Hereditaments and Real Estate, of a great yearly Value; and is likewise interested in and possessed of divers Stocks in Companies Monies, in the Government and other Securities, and other Goods, Chattels and Personal Estate of a very Considerable Value; all which he is like yearly to augment and improve: And whereas upon a Treaty had concerning the said intended Marriage between the said Sir *F. D.* and the said *E. W.* and the said *T. W.* her Brother, it was agreed and fully concluded between them, that the said Sir *F. D.* should settle and assure unto and upon the said *E. W.* one Annuity or yearly Rent-Charge of 600 *l.* a Year, Tax-free, from all Parliamentary and other Taxes, Charges and other Deductions whatsoever, to be paid unto her by Half-yearly equal Payments, from the Death of the said Sir *F. D.* during her natural Life, in Case the said intended Marriage shall take Effect, and she fortune to survive him, as and for her full Jointure and Provision to and for the said *E. W.* and which is and will

will be an Equivalent to and for the Fortune she will bring to him the said Sir *F. D.* and in Consideration thereof, it was then concluded and agreed upon by and between the said Parties, and the said *E. W.* did and doth agree, that she will acquiesce and accept of the said Rent-Charge of 600*l.* a Year, as her full Jointure and Provision, and in Lieu, full Bar and Satisfaction, as well of all Dower and Thirds, which she shall or may have, claim, or be intitled unto, of, into, or out of all and every the Manors, Messuages, Lands, Tenements, Rents, Hereditaments and Real Estate whatsoever, whereof or wherein the said Sir *F. D.* is, shall, or may be seised, during the Coverture between him and the said *E. W.* as of all Shares, Parts, Proportions, Interests and Demands, which she shall or may have, claim or be intitled unto, of, into, or out of all and every the Stocks, Goods, Chattels and Personal Estate, whereof, wherein, or whereunto the said Sir *F. D.* shall or may be, at the Time of his Death, interested in, possessed or intitled, by Virtue of the Statutes for Distribution of Intestates Estates, or any other the Laws or Statutes of this Realm, or by the Custom of the City of *L.* or by any other Ways, Means or Right, or any other Ways whatsoever; and for the restraining, preventing, barring and rendring ineffectual all such Claims, Interests and Demands, which she the said *E. W.* should, or may, or can have, of, in, or to the Real and Personal Estates of the said Sir *F. D.* in case the said intended Marriage take Effect, and she fortune to survive him, and that she should and would accept the said Annuity or yearly Rent-Charge of 600*l. per ann.* free from all Parliamentary and other Charges and Deductions, as and for her full Provision, and for her full Satisfaction of all Dower, Shares and Parts, which she could, might, may or can have, of, in or to the Real and Personal Estates of the said Sir *F. D.* by the Laws or Statutes of this Realm, the Custom of the City of *L.* or otherwise howsoever; It was and is agreed by and between the said Parties, and

the the said *E. W.* did and doth agree to do, seal, suffer and execute all such Covenants, Judgments, and other Securities, Acts and Things, as the said Sir *F. D.* or his Counsel shall advise. Now this Indenture witnesseth, that the said Sir *F. D.* in Consideration of the said intended Marriage, and for the making and assuring to and for the said *E. W.* in Case the said Marriage take Effect, and she fortune to survive him, a full Provision and Jointure during her natural Life, and in full Performance on his Part of the said Agreement, hath given, granted and confirmed, and by these Presents doth give, grant and confirm unto the said *E. W.* one Annuity or yearly Rent-Charge of 600 *l.* a Year, of good and lawful Money of *Great Britain*, free and clear of and from all Parliamentary and other Taxes, Charges and Deductions whatsoever, to be issuing out of all that the Manor of *W. W.* in the County of *B.* and out of all the Messuages, Farms, Lands, Tenements and Hereditaments of him the said Sir *F. D.* situate, &c. in the said County of *B.* and out of the Rights, Members and Appurtenances thereof; To have, hold, preserve, receive and take the said Annuity or yearly Rent-Charge of 600 *l.* *per Annum*, to the said *E. W.* and her Assigns, in Case the said Marriage between her and the said Sir *F. D.* take Effect, and she fortune to survive him, from and immediately after the Death of the said Sir *F. D.* for and during the natural Life of the said *E.* to be paid to her and her Assigns, at or in the *Inner-Temple Hall, London*, yearly, free and clear without Abatement, for or by Reason of any Parliamentary or other Taxes, Charges and Deductions whatsoever, at the Feast-Days of *St. Michael* the Archangel, and the Annunciation of the blessed Virgin *Mary*, by even and equal Portions, in full Bar, Lieu and Satisfaction, as well of her Dower and Thirds, and Right and Title of Dower and Thirds, which she shall or may have, claim, demand, or be intitled unto, of, in, or to all and every the Manors, Lands, Tenements, Rents and Hereditaments, whereof

or

or wherein the said Sir *F. D.* is or shall or may be seised during the Coverture between him and the said *E. W.* as also of all such Shares, Customary Parts, Portions, Rights, Interest and Demand, which she shall, or may, or can have, claim, demand or be intitled unto, out of, in or to all or any of the Goods, Chattels, Stocks or other Personal Estate, of the said Sir *F. D.* which she shall leave at his Decease, by or by Virtue of the Custom of the City of *L.* or of the Laws and Statutes of this Realm, or by any other Right, Title or Means, or otherwise howsoever; and the said Sir *F. D.* for himself, his Heirs and Assigns, doth hereby further grant, that if the said Annuity or yearly Rent-Charge of 600*l.* *per Annum*, or any Part thereof, shall happen to be behind and unpaid by the Space of twenty-one Days next after either of the said Feast-Days, on which the same ought to be paid, that then and so often, during the natural Life of the said *E.* it shall and may be lawful to and for the said *E.* and her Assigns, into the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, and every or any Part or Parcel thereof, to enter and distrain for the said Annuity or yearly Rent-Charge of 600*l.* and all Arrears thereof, and the Distress and Distresses there from Time to Time had and found to take, lead, drive, carry away, detain, impound, sell and dispose of, for the paying and satisfying her the said *E.* and her Assigns, the said Annuity or yearly Rent-Charge of 600*l.* and all Arrears thereof, and all her and their reasonable Charges and Expences; and the said Sir *F. D.* for himself, his Heirs, Executors and Administrators, doth hereby covenant and grant to and with the said Sir *O. B.* and *J. K.* their Executors and Administrators, that the Heirs, Executors or Assigns, of him the said Sir *F. D.* shall and will, in Case the said Marriage between him and the said *E.* take Effect, and she happen to survive him, well and truly pay or cause to be paid unto her the said *E.* or her Assigns, the said Annuity or yearly Rent-Charge of 600*l.* of good and lawful

lawful Money of *Great Britain*, yearly and every Year, from the Death of the said Sir *F. D.* during her natural Life, clear and without any Abatement as aforesaid, at the said Feast-Days and Place before appointed for Payment thereof, by even and equal Portions, according to the true Intent and Meaning of these Presents; and shall make and begin the first Payment thereof, on such of the said Feast-Days, as shall next happen after the Death of the said Sir *F. D.* and it is hereby covenanted, granted, declared and agreed by and between the said Parties to these Presents; and it is their true Intents and Meanings, and the Intent and Meaning of these Presents, that the said yearly Rent-Charge of 600 *l.* is and shall be, and the said *E. W.* doth hereby declare and agree, that she doth and will accept the same, as and for a full, plenary, compleat and satisfactory Jointure and Provision, and in full Bar and Satisfaction of her Dower and Thirds, and all Right and Title of Dower and Thirds, of, in and to the Real Estate, whereof or wherein the said Sir *F. D.* during the Coverture between them, shall or may be seised, and of all Right, Title, Parts, Shares, Interest and Demand, which she shall or may have, claim or demand by Virtue of the Custom of the City of *L.* or by any other Right, Ways or Means, or otherwise howsoever, of, in, or to all, every or any the Stocks, Goods, Chattels and Personal Estate, whereof, wherein or whereto the said Sir *F. D.* shall be seised, interested, possessed or intitled at the Time of his Death; and further, the said *E. W.* for herself, her Heirs, Executors and Administrators doth hereby covenant and agree to and with the said Sir *O. B.* and *J. L.* their Executors and Administrators, that she the said *E. W.* shall and will, in Case the said Marriage take Effect, and she fortune to survive the said Sir *F. D.* at and upon every reasonable Request to her and them to be made, after such Death of the said Sir *F. D.* by the said Sir *O. B.* and *J. K.* their Executors or Administrators, or either or any of them, but at the

the Costs and Charges in the Law of the said Sir O. B. and J. L. their Executors or Administrators, in such Manner and by such Conveyances, Ways and Means, as by them, or either or any of them, shall be reasonably advised and required, well and sufficiently release, convey, assign and assure, as well unto the Heirs and Assigns of the said Sir F. D. her Dower, and Thirds, and Right, and Title of Dower and Thirds, Interest and Demand of, in, and to all and every the Lands, Tenements and Hereditaments, whereof the said Sir F. D. shall or may be seised, during the Coverture between them, (saying and except the said Annuity or yearly Rent-Charge of 600*l. per Annum*, and during her natural Life,) as also unto the Executors, Administrators and Assigns of the said Sir F. D. all her Customary and other Part, Share, Interest and Demand, which she by Virtue of the Custom of the City of L. on or by any other Ways, or Right, or otherwise howsoever, can, shall or might have, claim, be intitled unto, or demand out of, in, or to all or any of the Stocks, Goods, Chattels or Personal Estate, whereof, wherein or whereto the said Sir F. D. shall or may be interested, possessed or intitled to at the Time of his Death; and in Case the said Sir F. D. shall happen to die intestate, then she the said E. W. shall not sue forth, obtain or take Letters of Administration, of or to any Part of his Personal Estate, nor intermeddle with, or convert or dispose of the same, or any Part thereof, to her own Use, or otherwise howsoever, but shall and will, at the Request and Charges in the Law of the said Sir O. B. and J. K. their Executors or Administrators, or of any or either of them, relinquish and renounce her Right, Title and Benefit of Administration to the said Sir F. D. and to his Debts, Rights, Goods, Chattels and Personal Estate, and do and execute all Acts which shall be required by them, requisite for that Purpose; and further, that in Case she the said E. shall survive the said Sir F. D. yet she, her Executors and Administrators, shall content her and them-

Covenant not to take Administration in Case he should die intestate.

themselves with the said Annuity of 600*l.* during her Life, and shall not claim, take or enjoy any other Benefit or Advantage by such Survivorship, but shall suffer his Real and Personal Estate to be enjoyed and disposed of by his Heirs, Executors and Administrators, in such Manner as if he had died unmarried, subject only to the said Annuity of 600*l. per Annum*, during her Life; and in Case she the said *E.* her Executors, Administrators or Assigns, or any other Person or Persons on her Behalf, by her Order, Means or Procurement, and by and under her Right, Interest or Title, do or shall, in Case the said intended Marriage take Effect, and she survive the said Sir *F. D.* claim, demand, receive, sue for, intermeddle with, recover or obtain any Dower, Thirds, Rents, Part, Portion or Share of, in, to, or out of any of the Lands, Tenements or Hereditaments, whereof or wherein the said Sir *F. D.* is, shall or maybe seised, during the Coverture between them, (other than and except the said Annual Sum or yearly Rent-Charge of 600*l.* and such Charges and Damages on Failure of Payment and Recovery thereof, as aforesaid,) that then and so often, in every such Case, she the said *E. W.* her Heirs, Executors, and Administrators, shall forfeit, lose and pay unto the said Sir *O. B.* and *J. K.* their Executors and Administrators, for the Use and Benefit of the Heirs and Assigns of the said Sir *F. D.* so much Money as they shall or may sustain in Expences, Losses, Costs and Damages, or be damnified or put unto, by Means, or Reason, or Occasion thereof, together with full Recompence, Reimbursement and Satisfaction, of and for all such other yearly and other Sum and Sums of Money, as the Rents and Profits of the Lands and Tenements, to be recovered for her Dower, or raised or received by her or them, shall from Time to Time amount unto; so as thereby, from Time to Time, the Heirs and Assigns of the said Sir *F. D.* shall and may be fully reimbursed the same, and all the Costs, Losses and Damages, by Reason or Occasion thereof; and also shall

shall further, and over, and besides, lose, forfeit and pay unto them the said *O. B.* and *J. K.* their Executors and Administrators, for the Use of the Heirs and Assigns of the said Sir *F. D.* the further Sum of 20000 *l.* of lawful Money of *Great Britain*, within one Week next after the Commencement of such Suit, Claim, Intermeddling or Disturbance; and in Case she the said *E.* her Executors or Administrators, shall after the Death of the said Sir *F. D.* dispose or intermeddle with any Part of the Goods, Chattels or Personal Estate of the said Sir *F. D.* or sue for, recover, claim or obtain the customary or Widow's Part, or any other Part of the Goods, Chattels, or Personal Estate of the said Sir *F. D.* which he shall leave at his Death; then in either of such Cases, she the said *E.* her Executors or Administrators shall forfeit, lose and pay to the said Sir *O. B.* and *J. K.* their Executors and Administrators, so much Money, as the Goods, Chattels, Share, Parts and Personal Estate, by her or them so claimed, converted, sued for, intermeddled with, disposed of, recovered or obtained, shall be really and *bona fide* worth; and over and above shall further forfeit and pay to the said Sir *O. B.* and *J. K.* their Executors or Administrators, the further Sum of 20000 *l.* and whereas the said *E.* hath suffered or intends to suffer Judgment in Debt to be entred against her, in the Court of *Common Pleas* at *Westminster*, at the Suit of the said Sir *O. B.* and *J. K.* for 20000 *l.* Now it is hereby declared and agreed, that no Writ of Error shall be sued forth, to vacate or reverse the same, by the said *E.* her Executors or Administrators; and she doth hereby release to them all Error and Errors, in or about entring or obtaining the said Judgment; and it is also declared and agreed, that such Judgment was and is intended and designed, and shall remain and be a further Security for the Performance of the Covenants and Agreements in these Presents contained, on the Part of her the said *E.* her Executors and Administrators, to be performed; and that no Exe-

cution or Executions, or other Proceſs ſhall be ſued forth thereupon, until ſhe or they ſhall make ſome Breach of the Covenants or Agreements in theſe Preſents contained, on her and their Parts; and then, in Caſe of every ſuch Breach, Execution and Executions ſhall and may be had and taken forth thereupon; but the Benefit and Advantage thereof ſhall go to the Heirs, Executors, Adminiſtrators or Aſſigns of the ſaid Sir *F. D.* receiving Loſs, Damage or Prejudice, by Reaſon of ſuch Breach or Breaches, proportionably: Provided nevertheless, that in Caſe the ſaid Marriage ſhall not take Effect, or if the ſaid Sir *F. D.* ſurvive her, or if ſhe ſhall after his Death make and execute ſuch Conveyances, Releaſes and Aſſurances of her Dower, Share and Intereſt, of, in and to the Real and Perſonal Eſtates of the ſaid Sir *F. D.* in Manner aforeſaid, and ſhall not claim, demand, ſue for, intermeddle with, recover or obtain any Part of the ſaid Real or Perſonal Eſtates, or the Produce thereof. except the ſaid Annuity of 600*l. per Annum*, and Coſts and Damages for Nonpayment thereof, as aforeſaid; but ſhall and do make full Performance of the Covenants and Agreements herein contained, on her and their Parts to be performed; then the ſaid Judgment to be vacated upon Record: Provided that in Caſe the ſaid Sir *F. D.* ſhall by Delivery, by Way of Preſent or Gift to the ſaid Lady *E.* with his own Hands, or by his Laſt Will in Writing, or other Writing, make any expreſs Gift, Deviſe or Settlement to or upon her, for her own Uſe, of any Legacy, Goods or Chattels, Lands or Tenements, over and beſides the ſaid Annuity or Rent-Charge of 600*l. per Annum*; in ſuch Caſe it ſhall and may be lawful to and for her the ſaid Lady *E.* to have, take and receive the ſame, according to the Intent and Meaning, and Tenor of ſuch Delivery, Gift, Deviſe or Settlement; any Thing in theſe Preſents to the contrary notwithstanding.

Part of a Marriage Settlement, pursuant to Articles on Part.

THIS Indenture quadripartite, made, &c. between *M. K.* of, &c. Gent. of the first Part, *M. S.* of, &c. Widow, of the second Part, *P. K.* Son and Heir of the said *M. K.* and *E.* the Wife of the said *P. K.* and Daughter of the said *M. S.* of the third Part, and *R. W.* of, &c. Gent. and *W. B.* of, &c. Gent. of the fourth Part: Whereas by Articles of Agreement tripartite, dated the twenty-fifth Day of *September*, which was in the Year of our Lord 1729, and made between the said *M. K.* and *P. K.* of the first Part, *M. S.* and *E. K.* her Daughter by her then Maiden Name of *E. S.* of the second Part, and the said *R. W.* and *W. B.* of the third Part, in Consideration of a Marriage then intended, and since had and solemnized between the said *P. K.* and *E. S.* among other Things therein mentioned, the said *M. K.* and *M. S.* did respectively covenant with the said *R. W.* and *W. B.* before *Lady-Day* then next ensuing and now past, to pay, or secure to be paid, the Sum of 1000*l.* each to the said *R. W.* and *W. B.* their Executors or Administrators, amounting to 2000*l.* upon Trust, that they the said *R. W.* and *W. B.* should put out the said Sum of 2000*l.* on Government or other Securities, and out of the Interest and Proceed thereof, pay to the said *E. S.* then intended, and now Wife of the said *P. K.* the annual Sum of 30*l.* during their joint Lives, for her separate Use, in such Manner as therein is mentioned; and on further Trust to pay the Residue of the said Interest to the said *P. K.* for Life; and after his Decease to pay the whole Interest to the said *E.* his Wife for her Life; and after her Decease, upon Trust to pay the said principal Sum of 2000*l.* to the Children of that Marriage, in such Manner as therein is expressed, as by the said Articles may more fully appear.

(*8)

A Marriage Settlement of a Wife's Real and Personal Estate intirely to her own Use.

(9.)
Recital of
the Will,
Title by
Will.

THIS Indenture tripartite, made, &c. between *A. B.* of, &c. of the first Part, *C. D.* of, &c. of the second Part, and *F. E.* and *G. H.* of, &c. of the third Part: Whereas *T. D.* late of, &c. in and by his Last Testament, bearing Date, &c. did, amongst other Legacies and Bequests therein mentioned, give, devise and bequeath unto the said *C. D.* all his Freehold Estate whatsoever, situate, &c. and to her Heirs and Assigns for ever; and he also gave and bequeathed to her the said *C. D.* all that his Leasehold Estate in, &c. for and during the Term of the Lease or Leases, whereby he then held and enjoyed the same; and he did thereby likewise give to the said *C. D.* &c. as in and by the said recited Will, proved in the Prerogative Court of *Canterbury*, more at large may appear; by Virtue of which said Will of the said *T. D.* she the said *C. D.* is intituled unto, and seised and possessed of all and singular the Freehold and Leasehold Estates, and also, &c. above mentioned: And whereas a Marriage is intended to be shortly had and solemnized, between the said *A. B.* and the said *C. D.* and it is agreed by and between the said *A. B.* and *C. D.* that if the said Marriage shall take Effect, then, notwithstanding the said Marriage, he the said *A. B.* his Executors, Administrators or Assigns, shall not nor will intermeddle with, or have any Right, Title or Interest, either in Law or Equity, in or to any Part of the Rents, Issues or Profits of the several Estates, given and disposed to her the said *C. D.* in and by the said recited Will as aforesaid; Nor shall he the said *A. B.* his Executors, Administrators or Assigns, intermeddle with or have any Right, Title or Interest, either in Law or Equity, in or to any of the said Sums of, &c. or the Interest thereof, but the same shall be and remain to and for the sole and separate Use and Benefit of the said *C. D.* Now this

Inden-

Indenture witnesseth, that for the Making the said Agreement good and effectual in Law, and for the keeping and preserving the Rents of the several Estates, and the Interest of, &c. above mentioned, to and for the separate Use of her the said C. D. and so that the same shall not be in the Power or Disposal of the said A. B. or liable to the Payment of his Debts, or any Incumbrances, he the said A. B. doth for himself, his Executors and Administrators, and for every of them, covenant, promise, declare and agree to and with the said E. F. and G. H. and the Survivor of them, his Executors and Administrators, by these Presents, that notwithstanding the said intended Marriage shall take Effect, all the Rents of the said Freehold and Leasehold Estates above-mentioned, as shall from Time to Time become due and payable to her the said C. by Virtue of the said recited Will aforesaid, and also the Interest due or to grow due for the said, &c. and also, &c. and the Reversion and Reversions of the said Estates, &c. shall be accounted, reckoned and taken as a separate and distinct Estate, of and from the Estate of him the said A. B. and no way liable or subject to him, or to the Payment of any of his Debts, but shall with the Profits or Increase, that shall hereafter be gotten, gained or made of the same, be ordered, disposed and employed, to such Person and Persons, and to and for such Use and Uses, Intents and Purposes, and in such Manner and Form, as is herein after mentioned and declared, (that is to say.)

That the ready Money, arising or accruing out of the said separate and distinct Estate abovementioned, shall from Time to Time be placed out at Interest, on such Securities as she the said C. D. shall think fit, which Securities, during the Coverture, shall be taken and made in the Names of the said E. F. and G. H. or the Survivor of them, or in the Name or Names of such other Person or Persons, as the said C. D. shall order, direct and appoint, in Trust for her the said C. D. and that all the said separate and distinct Estate, before declared

Monies arising laid out as she thinks fit, and the Securities to be in her Name.

clared and allotted for the said *C. D.* and the Produce and Increase thereof, shall be had, taken, held, possessed and enjoyed, by such Person and Persons, and for such Use and Uses, as the said *C. D.* shall at any Time or Times hereafter, during her Life, limit, give, devise, order, appoint or dispose of the same, or any Part or Parts thereof, either by her Last Will and Testament in Writing, or by any other Writing, purporting or intending to be her Last Will and Testament, or by any other Writing to be signed with her Hand, or to which she shall subscribe her Mark, in the Presence of two or more credible Witnesses attesting the same; and the said *A. B.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said *E. F.* and *G. H.* and the Survivor of them, and the Executors and Administrators of such Survivor, by these Presents, in Manner following, *viz.* that if the said intended Marriage shall take Effect, that then he the said *A. B.* shall and will permit and suffer the said *C. D.* to give, grant and dispose of the said separate Estate, as she shall think fit in her Life-Time, and to make such Will or other Writing, as aforesaid, and thereby give, order, devise, limit and appoint her said separate Estate to any Person or Persons for any Trust, Use, Intent or Purpose whatsoever; and that he the said *A. B.* shall and will permit and suffer such Will, hereafter to be made, to be duly proved by the Executor or Administrator in such Will to be named, and Probate of such Will to be had, and taken as is usual; and that the Person or Persons, to whom the said *C. D.* shall give or dispose of any Part of her said separate Estate, by her Will, or any other Writing, that shall be signed, sealed and executed by her, and attested by three or more credible Witnesses as aforesaid, shall and may lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the same, according to the true Intent and Meaning of such Gift, Devise or Appointment, without any Let, Suit, Trouble, Denial, Hindrance or Interruption

*Husband
covenantsto
permit the
Wife to dis-
pose thereof,
and give
the same by
Will or
otherwise.*

*And that
the Donee
shall quiet-
ly enjoy.*

interruption of or by the said *A. B.* his Executors, Administrators or Assigns, or any of them; and also that it shall and may be lawful to and for the said *E. F.* and *G. H.* and the Survivor of them, and the Executors and Administrators of the Survivor of them, at any Time, from and after the said intended Marriage shall be had and solemnized, to commence any Action or Suit in Law or Equity, in the Name or Names of the said *A. B.* and *C. D.* his intended Wife, against any Person or Persons, for Recovery of any Sum or Sums of Money due or to grow due to the said *C. D.* on her said separate Estate as aforesaid; and that the said *A. B.* shall not, nor will not release or discharge any such Action or Suit, nor receive, release or discharge any Sum or Sums of Money, now due, or hereafter to grow due to the said *C. D.* on Account of her said separate Estate as aforesaid, without the special Licence and Consent of them the said *E. F.* and *G. H.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, in that Behalf first had and obtained in Writing, under their or some of their Hands and Seals; but that he the said *A. B.* shall and will avow, justify and maintain all lawful Actions and Suits, that shall be so commenced, for the Recovery of the Premises; and that he the said *A. B.* shall and will, as often as thereunto desired by the said *E. F.* and *G. H.* or the Survivor of them, join with the said *C.* his now intended Wife, in any Receipt, Release, Discharge or Assignment, necessary to the giving or receiving in any of the Money due, or to grow due to the said *C.* as aforesaid, or in transferring of, &c. aforesaid; and further, that he the said *A. B.* shall and will from Time to Time and at all Times, from and after the said intended Marriage shall take Effect, upon every reasonable Request, and at the proper Costs and Charges of the said *E. F.* and *G. H.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, make, do and execute all and every such further Act and Acts, Thing and

*Trustees may
bring Actions,
&c. which he
will not discharge,
nor receive any
Money due
on her
Estate,
without
Leave.*

And do any further Act for securing her Estate to her self and do no Act to the contrary.

and Things, for the better settling, recovering and receiving the Monies, Goods and Estates of the said *C.* allotted and declared for her separate Use, Benefit and Disposall as aforesaid, as by the said *E. F.* and *G. H.* or the Survivor of them, or their, or any of their Counsel learned in the Law, shall be reasonably devised, advised or required; and that he the said *A. B.* his Executors or Administrators, shall not, nor will at any Time or Times hereafter, do, commit or suffer any Act, Matter or Thing whatsoever, whereby, or wherewith, or by Reason or Means whereof the said *C.* shall or may be any wise frustrated or hindred, in the having, holding and enjoying her said Estate, for her own separate Use, or in giving or disposing of the same, according

Proviso for Trustees to reimburse themselves.

to the true Meaning of these Presents: Provided always, and it is hereby declared, concluded and agreed, by and between all the said Parties to these Presents, and it is the true Intent and Meaning hereof, and of the said Parties hereunto, that they the said *E. F.* and *G. H.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall and may from Time to Time reimburse, satisfy and pay themselves out of the said Estate, all such necessary and reasonable Charges as they shall sustain or be put unto, by Reason of their being made Parties to these Presents, or transacting any Thing pursuant thereto; and that neither of them the said *E. F.* and *G. H.* shall not be any ways accountable for the Act of the other, or liable to make good any more of the said Estate, than what shall really and *bona fide* come to his Hands or Custody: Provided also, and it is declared, concluded and agreed, by and between

The Husband to be indemnified for joining with her in Suits.

all the said Parties to these Presents, that the said *A. B.* his Executors and Administrators, shall from Time to Time, and at all Times hereafter, be indemnified and saved harmless, out of the said separate Estate of the said *C.* of and from all Manner of Costs, Charges, Damages or Trouble, that he or they shall or may sustain, incur, or be put unto, for or by Reason or Means of his the said

faid *A. B.*'s Joining, or being made Party in any Action or Suit, for recovering any Part of the separate Estate of the faid *C.* or Joining or being made Party in any Receipt, Release or Assignment to be made and given, upon receiving any Part of the separate Estate of her the faid *C. D.* as aforesaid, or on any other Account whatsoever, relating to the faid separate Estate. *In Witness, &c.*

A Settlement on Mrs. P. on her Marriage with Sir W. S. with a Covenant to surrender Copyhold Lands.

THIS Indenture tripartite, made, &c. between *C. P.* (10.) of, &c. Spinster, of the first Part, Sir *W. S.* of, *Lady N. P.* &c. Bart. of the second Part, and *A. B.* and *C. D.* of *Mother of the said W. S. by Deed settles 10000l. on the younger Children of this Marriage.* the third Part, witnesseth, that as well for and in Consideration of a Marriage intended (by God's Permission,) shortly to be had and solemnized, between the faid Sir *W. S.* and *C. P.* and of the Sum of 10000l. of, &c. by the faid *A. B.* and *C. D.* to the faid *C. P.* in Hand well and truly paid, at, &c. the Receipt, &c. and for the settling and assuring of the Manors, Messuages or Tenements, Farms, Lands, Woods, Waters, Fishings and Hereditaments herein after mentioned to be granted, to and for the several Uses, Intents and Purposes, and on the Trusts herein after limited, declared and expressed; and also for divers other good Causes, &c. she the faid *C. P.* by the Consent, Direction and Appointment of the faid Sir *W. S.* testified by his being Party to, and Signing and Sealing these Presents, hath granted, released and confirmed, and by these Presents doth grant, release and confirm unto the faid *A. B.* and *C. D.* all those the Lordships, Manors and Farms of *B. N.* and *R.* in the County of *O.* with their respective Rights, &c. and also all the Messuages,

*If the Title
Deed be so.*

ages, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Manors, Farms, Houses and Farm Lands, Free Fishings, Free Warrens, Parks, Hereditaments, Copyhold Lands and Villages of *F. P. &c.* to the said Lordships, Manors, Farms, and other the Premises, or any Part thereof belonging, or in any wise appertaining; and also all other the Lordships, Manors, Farms, Tenements, Lands and Hereditaments whatsoever, whereof or wherein the said *C. P.* or any other Person or Persons whatsoever, in Trust for her, is or are seised of any Estate or Inheritance, in Possession, Reversion, Remainder or Expectancy, situate, &c. in the said County of *O.* And also all that the Mansion-House, with the Orchards, Gardens, Court-Yards, Back-Sides, Closets, Lands and Premises, with the Appurtenances thereunto belonging or appertaining, of, &c. situate, &c. in the County of *B.* of all which said granted and released Lordships, Manors, Farms, Messuages or Tenements, Lands, Woods, Waters, Fishings, Hereditaments and Premises, with the Appurtenances, and every Part thereof, the said *A. B.* and *C. D.* are now in the actual Possession, by Force and Virtue of a Bargain and Sale to them thereof made, in Consideration of *5s.* a-piece by the said *C. P.* for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and sealed and delivered before these Presents, to the Intent, that by Virtue thereof and of the Statute for transferring Uses into Possession, the said *A. B.* and *C. D.* might be in the actual Possession thereof, and be thereby enabled to take and accept of a Grant and Release of the Reversion and Inheritance thereof, to them and their Heirs, to and for the several Uses, Intents and Purposes herein after limited, declared and expressed; and the Reversion and Reversions, &c. and all the Estate, Right, &c. Use, Trust, &c. of the said *C. P.* her Heirs and Assigns, of, in or to the same Premises, or of, in or to any Part or Parcel thereof; To have and to hold all

all and singular the aforesaid Lordships, &c. unto the said *A. B.* and *C. D.* and their Heirs, to the Use and Benefit of the said *C. P.* and her Heirs, until the Solemnization of the said intended Marriage, and from and after the Solemnization thereof, to and for the several Uses, Intents and Purposes herein after limited, declared and expressed, *viz.* As for and concerning the aforesaid Lordship or Manor of *R.* in the said County of *O.* with all Messuages or Tenements, Farms, &c. Hereditaments and Premises, with the Appurtenances, and all the Premises before mentioned to be lying and being in the said Manor of *R.* and also the Mansion-House at *B.* with all its Rights, Members and Appurtenances thereunto belonging, and the several Messuages or Tenements, Farms, Lands, Warrens, Fishings and Premises, with the Appurtenances before mentioned to be in the said several Parishes of, &c. or elsewhere, in the said County of *B.* and all other the Premises mentioned to be lying and being in the said Parishes of *B.* and *C.* or elsewhere, of the said *C. P.* in the said County of *B.* to the only Use of them the said *A. B.* and *C. D.* their Heirs and Assigns for ever; in Trust nevertheless, that they the said *A. B.* and *C. D.* and the Survivor of them, and the Heirs and Assigns of such Survivor shall, after the said intended Marriage shall take Effect, stand and be seised thereof, and of every Part and Parcel thereof, on the Trusts, and to the Intents and Purposes, and subject to the several Limitations and Conditions herein after mentioned, *viz.* in Trust, that the said *A. B.* and *C. D.* and the Survivor of them, and the Heirs and Assigns of such Survivor shall receive, answer and pay the clear Rents, Issues and Profits of the aforesaid Manors of *R.* and Premises in the said County of *O.* with the Appurtenances, and of the said Mansion-House, Messuages or Tenements, Farms, Lands, Warrens, Fishings and Premises, in the Parishes of *B.* and *C.* and elsewhere, in the County of *B.* aforesaid, all reasonable Deductions, being first made to the said *C. P.*

from Time to Time, yearly and every Year, or oftner, if conveniently may be, for and during the Term of her natural Life, for her separate Use and Benefit, exclusive of the said Sir *W.* her intended Husband, and so that the same, or any Part thereof, shall not be subject to the Controul, Disposition, Debts, Forfeitures, Engagements, Incumbrances or Contracts of the said Sir *W.* S. her intended Husband, or of any other Husband hereafter to be taken, and that all such Sum and Sums of Money, as shall be paid unto her during her Coverture, shall be paid into her own Hands, or to such Person or Persons, as she the said *C. P.* shall by Writing, signed with her Name of her own Hand or Writing, direct or appoint; and that her own Receipt shall be a sufficient Discharge for the same, unto the said *A. B.* and *C. D.* or any other Person whatsoever, notwithstanding her Coverture; and from and after the Decease of the said *C. P.* then they the said *A. B.* and *C. D.* and the Survivor of them, and the Heirs and Assigns of such Survivor, shall stand and be seised of the said Manor of *R.* and Premises, with the Appurtenances, in the County of *O.* and of the Mansion-House, Messuages or Tenements, Farms, Lands, Waters, Fishings and Premises in *B.* and *C.* and elsewhere, in the County of *B.* aforesaid, to the Use of the first Son of the Body of the said *C. P.* lawfully to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; and for Want of such Issue, in Trust for the second, third, &c. and all other, &c. of the Body of the said *C. P.* lawfully to be begotten, severally and successively, one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth; and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, respectively to be begotten; the Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies respectively issuing, always to be preferred and to take before the Younger of such Son and Sons, and
the

the Heirs Male of his and their Body and Bodies issuing; and for Want of such Issue, in Trust for all and every the Daughters of the Body of the said *C. P.* lawfully to be begotten, and of the Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully to be begotten; they, if more than one, to take as Tenants in Common, not as Joint-Tenants; and if there shall be more than one such Daughter, and any of them shall happen to die without Issue, then in Trust for the Survivors or Survivor of such Daughters, and the Heirs of her and their Bodies issuing; they, if more than one, to take as Tenants in Common, not as Joint-Tenants; and for Want of such Issue, then to and for such Use or Uses, Estate or Estates, Intents or Purposes, as the said *C. P.* whether covert or sole, by any Deed or Writing under her Hand and Seal, attested in the Presence of three or more credible Witnesses, or by her Last Will and Testament, or any Writ, purporting her Last Will and Testament, duly executed and attested as aforesaid, shall limit, direct or appoint; and for Want of such Direction, Limitation or Appointment, then to the Use and Behoof of the said *C. P.* her Heirs and Assigns for ever; and as for and concerning the aforesaid Manors or Lordships of *B.* and *N.* in the said County of *O.* with their and every of their Rights, &c. thereunto belonging; and also all the Mesuages or Tenements, Lands, Farms, &c. Hereditaments and Premises whatsoever, before mentioned to be in the several Counties of *B.* &c. after the said intended Marriage had and solemnized, subject to the Estate limited to the said Lady *C. P.* for her Life, for her Jointure, and to a Rent-Charge limited to her for her additional Jointure, and to the several Remedies for the Recovering the same, to the Use and Behoof of the said Sir *W. S.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, to the Use and Behoof of the said *A. B.* and *C. D.* and their Heirs, during the natural Life

Life of the said Sir *W. S.* in Trust to preserve the contingent Uses herein after limited from being barred and destroyed, and for that Purpose to make Entries as occasion shall require; but yet so as to permit and suffer the said Sir *W. S.* to receive the Rents and Profits of the said last mentioned Premises, for and during the Term of his natural Life; and from and after his Decease, then to the Use and Behoof of the said *C. P.* his intended Wife, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste; and from and after the Decease of the said Sir *W. S.* and *C.* his intended Wife, and the longer Liver of them, to the Use and Behoof of the first Son of the Body of the said *W. S.* on the Body of the said *C. P.* his intended Wife, to be begotten, and to the Heirs Male of the Body of such first Son issuing; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, eighth, and all other the Sons of the Body of the said Sir *W. S.* on the Body of the said *C. P.* to be begotten, severally and successively, as they and every of them shall be in Seniority of Age, and Priority of Birth; and of the Heirs Male of the Body and Bodies of such Son and Sons respectively issuing; the Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, to be always preferred, and to take before the Younger of such Son and Sons, and the Heirs Male of his and their Bodies respectively issuing; and for Default of such Issue, to the Use and Behoof of all and every the Daughter and Daughters of the said Sir *W. S.* on the Body of the said *C. P.* to be begotten, and of the Heirs of the Body and Bodies of such Daughter and Daughters, lawfully to be begotten, then to take as Tenants in Common, not as Joint-Tenants; and for Want of such Issue, to the Use and Behoof of the Heirs of the Body of the said *C. P.* to be begotten; and for Default of such Issue, then to the Use and Behoof of the Heirs and Assigns of the said *C. P.* for ever: Provided always, and it is declared

declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir *W. S.* during the Term of his natural Life, and from and after his Decease, to and for the said *C.* during the Term of her natural Life, as and when the said Sir *W. S.* and *C. P.* shall be in the actual Possession of the said last mentioned Premises, limited to the said Sir *W. S.* for his Life, as aforesaid, without Prejudice to the Jointure of the said Lady *C. P.* or to her additional Jointure, by any Deed or Deeds attested by two or more credible Witnesses, to demise, lease or grant the said Manors, Lands, Tenements and Hereditaments, limited to the said Sir *W. S.* for his Life, as aforesaid, (But no other Part of the Premises,) to any Person or Persons, for any Term or Number of Years, not exceeding twenty-one Years; so as on every such Lease and Leases there be reserved, during the Continuance thereof, the best and most improved Rent as can be gotten for the Premises so to be leased, without taking any Fine, or any Thing in Lieu of a Fine, and so as no such Lease be made to be without Impeachment of Waste, and so as every such Lease contain a Condition of Re-entry for Non-payment of the Rent thereby to be reserved, and so as every such Lessee do execute a Counter-part of such Lease; any Thing herein before contained to the contrary notwithstanding: Provided also, that it shall and may be lawful to and for the said *C. P.* during the Term of her natural Life, notwithstanding her Coverture, and as if she were sole and unmarried, by any Deed or Deeds, Writing or Writings, signed by her with her Name, of her own Hand Writing, and sealed and delivered in the Presence of two or more credible Witnesses, with the Consent of the said *A. B.* and *C. D.* and the Survivor of them and the Heirs of such Survivor, testified by their being Parties to such Deed or Deeds, to make any Lease or Leases, Demises or Grants of all or any Part of the Premises limited to the said *A. B.* and *C. D.* and their Heirs, in Trust for the separate

rate Use of the said *C. P.* as aforesaid to any Person or Persons for any Term or Number of Years, not exceeding twenty-one Years, at the best and most improved Rent that can be gotten for the same, be reserved on such Lease and Leases, and the Rent be reserved to the said *A. B.* and *C. D.* and the Survivor of them, and the Heirs of such Survivor; any Thing herein before contained to the contrary, in any wise notwithstanding: Provided also, that it shall and may be lawful to and for the said Sir *W. S.* and the said *C.* his intended Wife, at any Time during her natural Life, notwithstanding her Coverture, with the Consent of the said *A. B.* and *C. D.* or the Survivor of them, or the Heirs of such Survivor, first had in Writing, attested by three or more credible Witnesses, and not otherwise, (to revoke all or any the Uses and Estates herein before limited of the said Manors, Lands, Tenements, Hereditaments and Premises, except the Estate limited to the said *C. P.*) to alien, sell and dispose of the said Manors or Lordships, Farms, Messuages, Lands, Tenements and Hereditaments herein before limited to the said Sir *W. S.* for his Life as aforesaid, and no other Part of the Manors and Premises; but subject nevertheless to the Estate for Life, limited to the said Lady *C. P.* for her Life, for her Jointure, and without Prejudice to her Jointure, or additional Jointure, to such Person and Persons, and to such Uses, Intents and Purposes, as they the said Sir *W. S.* and *C.* his intended Wife, by any Deed or Writing, duly signed, sealed and delivered by them, in the Presence of two or more credible Witnesses, and with such Consent as aforesaid, and not otherwise, shall limit, declare or appoint. And Whereas several Messuages, Lands, Tenements and Hereditaments of the said *C. P.* situate, lying and being in *H.* in the County of *M.* now in the Occupation of *P. A.* and *W. G.* are Copyhold: Now this Indenture further witnesseth, that the said Sir *W. S.* for himself, his Heirs, Executors and Administrators doth covenant, promise, and grant, to and with the said *A. B.* and *C. D.* their Heirs,

Heirs, Executors and Administrators, that in Case the said intended Marriage shall take Effect, he the said Sir *W. S.* and the said *C. P.* his intended Wife, shall and will, at the first Court to be held after the said intended Marriage, surrender the said Copyhold Premises into the Hands of the Lord of whom the same are held, to the Use of the said Sir *W. S.* and *C.* his intended Wife, for the Lives of them, and the Survivor of them; and after the Decease of the Survivor of them, then to the Use of the first and other Sons of the said Sir *W. S.* and *C. P.* his intended Wife, in Tail Male; and for Want of such Issue, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, Use and Uses, as the said *C.* shall, notwithstanding her Coverture, by any Deed or Writing, Last Will and Testament, or Writing purporting her Last Will and Testament, attested by three or more credible Witnesses, direct or appoint; and for Want of such Direction or Appointment, to the Use of the said *C. P.* and the Heirs of her Body lawfully to be begotten; and for Want of such Issue, to the Use of the said *C. P.* her Heirs and Assigns for ever. *In Witness, &c.*

A Special Settlement by Virtue of a Power.

THIS Indenture quinquupartite, made, &c. between (11.)
J. P. of *F. &c.* Esq; and *F. P.* only Brother of the said *J. P.* of the first Part, *J. E.* of, &c. Esq; and *T. L.* second Daughter of *C. L.* late of, &c. Esq; deceased, and Niece of the said *J. E.* of the second Part, Sir *H. B.* of, &c. Bart. and *W. A.* of, &c. of the third Part, Sir *F. A.* of, &c. Bart. of the fourth Part, and *T. B.* of, &c. Esq; and *T. P.* of, &c. Gent. of the fifth Part: Whereas by Indenture of Bargain and Sale, quadripartite, bearing Date, &c. which was, &c. 1722,
 Vol. II. Z and

and made, or mentioned to be made between the said *F. P.* by the Name and Addition of *F. P.* Esq; second Son of *J. P.* late of, &c. deceased, by *C.* his first Wife, and the said *J. P.* Part to these Presents, by the Name and Addition of *J. P.* Esq; third Son of the said *J. P.* deceased, by the said *C.* his Wife, of the first Part, the said Sir *F. A. G. B.* of, &c. Gent. since deceased, and *A. P.* Widow, and Relict of *J. P.* Esq; deceased, who was eldest Son of the said *J. P.* deceased, by the said *C.* his Wife, of the second Part, *W. B.* of, &c. and *K. R.* of, &c. of the third Part, and *W. S.* of, &c. of the fourth Part, for the Consideration therein mentioned, they the said *F. P.* and *J. P.* did bargain and sell unto the said *W. B.* and *K. R.* their Heirs and Assigns, all that the Manor of *F.* in, &c. and also all and every other the Manors, Messuages, Lands, Tenements and Hereditaments of them the said *F. P.* and *J. P.* Party to these Presents, or either of them, or whereof or wherein they or either of them had any Estate of Inheritance, in Possession, Reversion, Remainder or Expectancy, in the said County of *E.* together with all, &c. [*general Words,*] Emoluments, Hereditaments and Appurtenances whatsoever, to the said Premises aforesaid, or any Part thereof, belonging, or in any wise appertaining; To hold the same to the said *W. B.* and *K. R.* their Heirs and Assigns, to and for the only Use and Behoof of the said *W. B.* and *K. R.* their Heirs and Assigns for ever; and for the Consideration therein mentioned, the said Sir *T. A.* and *G. B.* with the Consent and Appointment, as well of the said *F. P.* and *J. P.* Party to these Presents, as also of the said *A. P.* testified as therein is mentioned, and likewise the said *I. P.* *J. P.* Party to these Presents, and *A. P.* did thereby also bargain and sell unto the said *W. B.* and *K. R.* their Heirs and Assigns, all that Messuage or Tenement and Farm, with the Appurtenances called *B.* &c. and all Land, &c. to the same belonging, &c. to hold the same unto the said *W. B.* and *K. R.* their Heirs and Assigns, to the only Use and Behoof of the said

said

said *W. B.* and *K. R.* their Heirs and Assigns for ever, to the Uses, Intents and Purposes, and under and subject to the Trusts, Provisoos, Limitations and Agreements therein, and herein after mentioned, expressed and declared, of and concerning the same, (that is to say,) to the Use and Behoof of the said Sir *F. A.* and *G. B.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 500 Years then next ensuing the Date thereof, without Impeachment of Waste, upon the Trust, and to and for the Uses, Intents and Purposes therein after mentioned, and from and after the Expiration, or other sooner Determination of the said Term of 500 Years, to the Use and Behoof of the said *J. P.* Party to these Presents, for and during the Term of his natural Life, without Impeachment of Waste, and with such Power of making Jointures and Provision for younger Children, as are therein and herein after mentioned; and from and after the Determination of that Estate, and subject to the Trusts therein after declared, of and concerning the said Term of 500 Years, then to the Use and Behoof of the said *W. B.* and *K. R.* and their Heirs, for and during the natural Life of the said *J. P.* Party to these Presents, in Trust to support and preserve the contingent Remainders, therein and herein after mentioned; and from and immediately after the Decease of the said *J. P.* Party to these Presents, to the Use and Behoof of the first Son of his Body lawfully to be begotten, in Tail Male; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, fifth, and all and every other the Son and Sons of the Body of the said *J. P.* Party to these Presents, lawfully to be begotten in Tail Male; and in Default of such Issue, then to the Use and Behoof of the said Sir *F. A.* and *G. B.* and their Heirs, upon Trust, that they or the Survivor of them, his Heirs or Assigns, should and did settle and convey all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, with

*Power to
make a
Jointure,
and like-
wise Pro-
vision for
younger
Children
of such
Marriage.*

the Appurtenances to and upon such Person and Persons, and to and for such Uses, and in such Manner as the said *F. P.* should by any Deed or Writing under his Hand and Seal, attested by three or more Witnesses, or by his Last Will and Testament in Writing, attested as aforesaid, declare, limit and appoint; and for Want of such Declaration, Limitation or Appointment, in Trust for the right Heirs of the said *J. P.* Party to these Presents, for ever, in which said Indenture is contained a Proviso, in the Words, or to the Effect following, (that is to say,) Provdided always, and it is hereby declared and agreed, by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *J. P.* from Time to Time, during his natural Life, by any Writing or Writings, duly executed by him, in the Presence of three or more credible Witnesses, whether before or after Marriage, to direct, limit or appoint Part of the said Messuages, Lands, Tenements, Hereditaments and Premisses, to and for the Use and Benefit of any Wife or Wives, Woman or Women, which he shall happen to marry, for and during the Term and Terms of their natural Life or Lives respectively, to take Effect immediately from and after the Decease of the said *J. P.* by Way of Jointure; and likewise, that it shall and may be lawful to and for the said *J. P.* by any such Writing or Writings, or by his Last Will and Testament in Writing, executed in the Presence of the like Number of Witnesses, to charge such Part of the said Messuages, Lands, Tenements, Hereditaments and Premisses, as he shall think most reasonable and convenient, with the Payment of any Sum or Sums of Money, not exceeding the Fortune which he shall happen to marry, as a Provision for any Daughter or Daughters, or any other younger Child or Children, (not being Heir at Law,) which may happen to be born of any such Marriage, to be paid to such of them as shall be a Daughter or Daughters, at her or their respective Age or Ages of 21 Years, or Marriage,

which

which shall first happen, and to such other younger Child or Children, (not being Heir at Law,) at his or their respective Age or Ages of twenty-one Years, in such Manner and Proportions, as the said *J. P.* by any such Writing or Writings, or by his Last Will and Testament in Writing, attested as aforesaid, shall direct, limit or appoint; as also to charge the same Part of the said Messuages, Lands, Tenements, Hereditaments and Premises, with such reasonable Maintenance in the mean Time for such Daughter or Daughters, or other younger Child or Children, (not being Heir at Law,) as he shall think fit, not exceeding the Interest of his, her or their respective Portions, until such Time as the same Portions shall become respectively due and payable as aforesaid, as in and by the said recited Indenture and Recovery, Relation being thereunto had, it doth and may more fully appear: And whereas a Marriage is, by God's Permission, intended to be shortly had and solemnized, between the said *J. P.* Party to these Presents, and *T. L.* Now this Indenture witnesseth, that for and in Consideration of the said intended Marriage, and the Sum of 2500 *l.* of, &c. unto the said *J. P.* (Party, &c.) in Hand paid, or secured to be paid by the said *J. E.* for and as the Marriage Portion of the said *T. L.* at or before the Ensealing and Delivery of these Presents, the Receipt of which said Sum of 2500 *l.* he the said *J. P.* (Party, &c.) doth hereby acknowledge, and thereof, &c. the said *J. E.* his Heirs, Executors and Administrators, and every of them by these Presents, and in Consideration of the Love and Affection which he the said *J. P.* (Party, &c.) hath and beareth to the said *T. L.* and for making a Provision for the Jointure of the said *T. L.* in Recompence and Satisfaction of all Dower and Thirds, at Common Law, which she shall or may have or claim, of, into or out of any the Manors, Messuages, Lands, Tenements or Hereditaments, whereof or wherein the said *J. P.* (Party &c.) shall at any Time hereafter be seised during the Coverture between them, in
 Case

Case the said Marriage shall take Effect, and that she shall survive the said J. P. (Party, &c.) her intended Husband, and in Pursuance of the Power to him the said J. P. (Party, &c.) given or reserved in and by the said recited Indenture for that Purpose, as aforesaid, and by Virtue thereof, and of all, every or any other Power or Powers to him reserved, or enabling him in this Behalf, he the said J. P. (Party, &c.) hath assigned, limited and appointed, and by this present Deed in Writing, duly executed by the said J. P. (Party, &c.) in the Presence of three credible Persons, whose names are hereon indorsed, as Witnesses hereunto, doth assign, limit and appoint unto the said T. L. all that the said Capital Messuage or Tenement, and Farm and Lands, with the Appurtenances, called C. Hall Farm, or by whatsoever other Name or Names the same is or are called or known; and all Messuages, Lands, &c. thereunto, &c. [*particularize the Premisses, in whose Tenure, &c.*] Except [*if there be any Exception,*] To have and to hold the said Messuages, Farms, Lands, Tenements and Hereditaments, and all and singular other, &c. herein before assigned, limited and appointed, or mentioned or intended to be hereby so assigned, limited and appointed, with their and every of their Appurtenances, (except before excepted,) immediately from and after the Decease of the said J. P. (Party, &c.) unto the said T. L. and her Assigns, for and during the Term of her natural Life, for her Jointure, and in full Recompence and Bar of all Dower and Thirds at Common Law, which the said T. L. shall or may, in Case she survive the said J. P. (Party, &c.) have or claim, into, or out of any the Manors, Lands, Tenements or Hereditaments of the said J. P. (Party, &c.) or whereof or wherein he shall at any Time hereafter be seised of any Estate of Inheritance, during the Coverture between them: And this Indenture further Witnesseth, that for the providing Portions and Maintenance for the Daughter or Daughters, younger Child or Children of the

the said intended Marriage, and in Pursuance of the Power to him the said *J. P.* (Party, &c.) reserved or given, or enabling him in this Behalf, and for and in Consideration of the Sum of 10*s.* of, &c. unto the said *J. P.* (Party, &c.) in Hand paid by the said *J. E.* Sir *H. B.* and *J. A.* at or before, &c. the Receipt, &c. and for, &c. he the said *J. P.* (Party, &c.) hath demised, set and to Farm let, and by these Presents doth demise, set, and to Farm let unto the said *J. E.* &c. their Executors, Administrators and Assigns, the Reversion expectant on the Death of the said *T. L.* of all and singular the said Messuages Farms, Lands, Tenements Hereditaments and Premises, with their and every of their Appurtenances herein before limited in Jointure unto the said *T. L.* as aforesaid, and also all and singular other the said Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, in the said recited Indenture mentioned, and not herein before limited in Jointure unto the said *T. L.* as aforesaid; To have and to hold the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before limited in Jointure to the said *T. L.* as aforesaid, with their and every of their Appurtenances, immediately from and after the Decease of the said *J. P.* (Party to these Presents, and the said *T. L.* his intended Wife, and the Survivor of them, unto the said *J. E.* Sir *H. B.* and *J. A.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of one thousand Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; and to have and to hold the said other Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premises, so demised to the said *J. E.* Sir *H. B.* and *J. A.* as aforesaid, and not limited in Jointure to the said *T. L.* with their and every of their Appurtenances, immediately from and after the Decease of the said *J. P.* (Party, &c.) unto them the

said

said *J. E. Sir H. B. and J. A.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of one Thousand Years, from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, upon the Trusts nevertheless, and to and for the Intents and Purposes herein after expressed and declared, of and concerning the same several Terms of one Thousand Years, and one Thousand Years, (that is to say,) upon Trust and Confidence, that if there shall be no Issue Male, and there shall be Issue one or more Daughter or Daughters of the Body of the said *J. P. (Party, &c.)* on the Body of the said *T. L.* to be begotten; or if there shall be Issue Male, and one or more younger Child or Children, whether Daughter or Daughters, younger Son or Sons of the Body of the said *J. P. (Party, &c.)* on the Body of the said *T. L.* to be begotten, then and in any the Cases aforesaid, that they the said *J. E. Sir H. B. and J. A.* and the Survivor of them, his Executors, Administrators and Assigns, shall and do, by the express Direction and Consent of the said *J. P. (Party, &c.)* under his Hand and Seal, testified by two or more credible Witnesses, at any Time during his natural Life, or without such Direction at any Time, from and after the Decease of the said *J. P. (Party, &c.)* but at all Times, without Prejudice to the Estate for Life, limited as aforesaid to the said *T. L.* his intended Wife, for her Jointure, and without bringing any Charge or Incumbrance thereon during her Life, by and out of the Rents and Profits of the Premises, so demised to them, or by leasing or mortgaging of the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before demised to them as aforesaid, and of their Estate, and several Terms of one Thousand Years, and one Thousand Years therein, or of some competent Part or Parts thereof, levy and raise the Sum of 2500 *l.* to and for the Portion and Portions of such Daughter or Daughters, younger Child

Child or Children, to be payable and paid unto such of the said Children, as shall be a Daughter or Daughters, at her or their respective Age or Ages of twenty-one Years, or Day or Days of her and their respective Marriage or Marriages, which shall first happen; and unto such other younger Child or Children, as shall be, a Son or Sons, at his or their respective Age or Ages of twenty-one Years, in such Manner and Proportion as the said *J. P.* (Party, &c.) shall by any Deed or Writing under his Hand and Seal, attested by two or more credible Witnesses, or by his last Will and Testament in Writing, attested as aforesaid, direct, limit or appoint, so as that no such Direction, Limitation or Appointment shall be made, during the Life of the said *T. L.* without her Consent in Writing thereunto had; and in Default of such Direction, Limitation or Appointment, such Sum of 2500 *l.* for the Portion and Portions of such Daughter and Daughters, younger Child or Children, be equally divided between and amongst them, Share and Share alike, if there shall happen to be more than one such Daughter or younger Child; and if there shall be but one such Daughter or younger Child, then the said whole Sum of 2500 *l.* to be paid unto such only Daughter or younger Child, but without Prejudice to the Jointure of the said *T. L.* as aforesaid; and upon this further Trust and Confidence, that they the said *J. E.* Sir *H. B.* and *J. A.* and the Survivor of them, his Executors, Administrators or Assigns, shall and do, by and out of the Rents, Issues and Profits of the said *Except one of this present Grant, all Woods, and Underwoods, other than such as are necessary for Repairs, and usually allowed to Tenants,* Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premises, so to them demised for the said Terms of one Thousand Years, and one Thousand Years as aforesaid, in the mean Time, and until the said Portion or Portions of the said Daughter or Daughters, younger Child or Children, shall become payable as aforesaid, without such Prejudice as aforesaid, raise, levy, and pay such Sum and Sums of Money, not exceeding the Interest of the said Sum of 2500 *l.* after the

the Rate of *5 l. per Cent. per Annum*, as shall be necessary and convenient for the Maintenance and Education of such Daughter or Daughters, younger Child or Children; such Maintenance to be payable, and paid in such Manner and Proportion, as the said *J. P. (Party, &c.)* shall by any Deed or Writing under his Hand and Seal, attested by two or more credible Witnesses, or by his last Will and Testament in Writing, attested as aforesaid, direct, limit, or appoint; and in Default of such Direction, Limitation or Appointment, in such Proportion, as the said *J. E. Sir H. B. and J. A.* shall judge to be most reasonable and convenient; or otherwise the Sum and Sums of Money to be raised for such Maintenances, shall be equally paid and divided between and amongst them, Share and Share alike, if there shall happen to be more than one such Daughter or younger Child; and if but one, then to be paid to such only Daughter or younger Child; and the said *J. P. (Party, &c.)* doth hereby charge the Premises so demised, or mentioned to be demised to the said *J. E. Sir H. B. and J. A.* as aforesaid, with the said Sum of 2500*l.* for the Portion or Portions of such Daughter or Daughters, younger Child or Children, and with such Maintenance as aforesaid; And this Indenture further witnesseth, that for the raising a further Portion or Maintenance for the Daughter or Daughters of the said intended Marriage, in Case the said *J. P. (Party, &c.)* shall happen to die without Issue Male of his Body lawfully begotten; and for and in Consideration of the Sum of 10*s.* of, &c. unto the said *Sir F. A.* in Hand well and truly paid by the said *T. B. and T. P.* at or before, &c. the Receipt, &c. and for divers, &c. hereunto moving, he the said *Sir F. A.* by and with the Privy, Consent, Direction and Appointment of the said *F. P.* testified by his being made Party to, and Signing and Sealing these Presents, in the Presence of three credible Witnesses, whose Names are indorsed hereupon; and also the said *F. P. and J. P. (Party, &c.)* have, and each and every of them hath demised,

demised, set and to Farm let, and by these Presents do, and each and every of them doth demise, set, and to Farm let unto the said *T. B.* and *T. P.* all those the said Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premises, mentioned in the said recited Indenture, and not herein before limited unto the said *T. L.* and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues and Profits thereof; To have and to hold the same Manors, Messuages, Farms, Mills, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, immediately from and after the Decease of the said *J. P.* (Party, &c.) without Issue Male of his Body lawfully begotten, unto the said *T. B.* and *T. P.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 1500 Years from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, upon Trust and Confidence nevertheless, and to the Intent and Purpose, that if the said *J. P.* (Party, &c.) shall happen to die without Issue Male of his Body, begotten upon the Body of the said *T. L.* or any other after taken Wife, and there shall be Issue one or more Daughter or Daughters upon the Body of the said *T. L.* to be begotten, they the said *T. B.* and *T. P.* and the Survivor of them, his Executors, Administrators and Assigns, shall and do, by leasing or mortgaging of the said Manors and Premises to them limited for 1500 Years, as aforesaid, and of their Estate and Term therein, or of some competent Part or Parts thereof, and by and with the Rents, Issues and Profits thereof, in the mean Time, and until such Lease or Mortgage shall be made, levy and raise the Sum of 500 *l.* of, &c. for a further and additional Portion or Portions, for such Daughter or Daughters such additional Portion and Portions to be payable and paid unto such Daughter and Daughters respectively, as and when she or they shall respectively attain the Age of eighteen Years, or be married, which

shall first happen, together with Interest for the same, after the Rate of 5 *l. per Cent. per Annum*, until such Portion and Portions shall be paid to and for the better Maintenance and Education of such Daughter and Daughters; the same additional Portion and Portions to be paid in such Shares and Proportions as the said *J. P.* (Party, &c.) and *T. L.* his intended Wife, shall by any Deed or Writing under both their Hands and Seals, attested by two or more credible Witnesses, direct, limit or appoint; and in Default of such Direction, Limitation or Appointment, such Portion and Portions, Maintenance and Maintenances, to be equally divided between and amongst such Daughters, Share and Share alike, if there shall happen to be more than one such Daughter: Provided always, and it is hereby declared and agreed by and between the said Parties to these Presents, that in Case there shall be no Daughter or Daughters, younger Child or Children of the Body of the said *J. P.* (Party, &c.) on the Body of the said *T. L.* to be begotten, or in Case the said several Sums of 2500 *l.* and 500 *l.* appointed to be raised for such Daughters and younger Childrens Portions as aforesaid, and also such Maintenance and Maintenances in the mean Time, and until the same shall become payable as aforesaid, and likewise Interest after the Rate of 5 *l. per Cent. per Annum*, for their respective Portions, from the Time the said Portions shall become due and payable, until the same shall be actually paid, shall be by the said *J. E. Sir H. B.* and *J. A. T. B.* and *T. P.* respectively, or the Survivors or Survivor of them his Executors, Administrators and Assigns, levied and raised, by all or any the Ways and Means in that Behalf aforesaid, then and in each and every of the Cases aforesaid, and at all Times from thenceforth, the said several Estates and Terms of 1000 Years, 1000 Years, and 1500 Years herein before limited, of and in the said Premises, shall cease, determine, and be utterly void and of none effect; any Thing herein before contained to the contrary

contrary thereof in any wise notwithstanding: And the said
J. P. (Party, &c.) for himself, his Heirs, Executors
 and Administrators, doth covenant, promise and grant
 to and with the said *J. E.* his Executors, and Admini-
 strators by these Presents, that he the said *J. P.* (Party,
 &c.) now at the Time of the Enfealing and Delivery
 hercof, hath by Virtue of the said Provisoos, in the said
 recited Indenture mentioned, or of some other Provi-
 soos or Powers, enabling him in this Behalf, good Right,
 full Power, and lawful and absolute Authority, to as-
 sign, limit or appoint the said Messuages, Farms, Lands,
 Tenements, Hereditaments and Premisses, to the said
T. L. for her Life, for her Jointure, according as the
 same are hereby mentioned to be assigned, limited and
 appointed to her as aforesaid; and likewise to charge the
 said Manors and Premisses with the said first mentioned
 Sum of 2500*l.* in Manner as herein before is men-
 tioned; and that the said Powers herein before recited,
 are not any ways extinguished or suspended; and that
 the same Messuages, Lands, Tenements, Hereditaments
 and Premisses, so limited to the said *T. L.* as aforesaid,
 now are and be, and so shall continue and be to the
 said *T. L.* and her Assigns, for her Life, in Case the said
 Marriage shall take Effect, and that she survive the said
J. P. (Party, &c.) of the clear yearly Value of 2500*l.*
 at the least, over and above all Charges and Reprizes
 whatsoever, (the Land-Tax only excepted,) and that by
 Virtue of these Presents, and the Assignment, Limita-
 tion and Appointment to her thereof hereby made as
 aforesaid, the same Messuage, Farms, Lands, Tenements,
 Hereditaments and Premisses, are sufficiently and effec-
 tually estated, settled and secured unto and upon the
 said *T. L.* To hold to her and her Assigns, from and
 immediately after the Decease of the said *J. P.* (Party,
 &c.) in Case she survive him, for her Life, for her
 Jointure as aforesaid; and that all and every Person
 and Persons now seised or estated, or who shall after
 the Decease of the said *J. P.* (Party, &c.) be seised

or

or estated of or in the Premises so mentioned to be assigned, limited or appointed to the said *T. L.* for her Life, for her Jointure as aforesaid, shall and will, immediately from and after the Decease of the said *J. P.* (Party, &c.) in Case she survive him, stand and be seised thereof, to the Use of the said *T. L.* for her Life, as aforesaid, according to the true Intent and Purport hereof; and in Case the said Marriage take Effect, and the said *T. L.* shall happen to survive the said *J. P.* (Party, &c.) it shall and may be lawful to and for the said *T. L.* and her Assigns, immediately from and after the Decease of the said *J. P.* (Party, &c.) peaceably and quietly to enter into, and to have, hold and enjoy the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises to her assigned, limited and appointed as aforesaid, and the Rents, Issues and Profits thereof, to have, take and receive to her and their own Use, for and during the Term of her natural Life, according to the true Intent and Purport of these Presents, without any lawful Interruption, Claim or Demand whatsoever to the contrary, by any Person or Persons whatsoever, claiming or to claim, by, from or under the said *J. P.* (Party, &c.) or by, from or under the said *J. P.* his Father, deceased, or *F. P.* and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise from Time to Time and at all Times, after the Decease of the said *J. P.* (Party, &c.) saved harmless and kept indemnified by the Executors or Administrators of the said *J. P.* (Party, &c.) or some of them, during the Life of the said *T. L.* of, from and against all Incumbrances and Demands whatsoever, in Title, Charge, Estate or otherwise howsoever, committed or wittingly suffered by the said *J. P.* the Father *J. P.* (Party, &c.) or either of them, or any other Person or Persons whatsoever; and further, that he the said *J. P.* (Party, &c.) and *F. P.* and their Heirs, shall and will, from Time to Time and at all Times, upon the reasonable Request, and at the Costs and Charges,

Charges, in the Law, of the said *J. E.* and Sir *H. B.* their Executors, Administrators and Assigns, make, do and execute, or cause and procure to be made, done and executed all and every such further and other lawful and reasonable Act and Acts, Assurance and Assurances in the Law whatsoever, for the further, better and more perfect and absolute settling and assuring the same Messuages, Farms, Lands, Tenements, Hereditaments, and Premisses, to the said *T. L.* to hold to her and her Assigns, from the Time of the Decease of the said *J. P.* (Party, &c.) if she survive him, for and during the Term of her natural Life, for her Jointure as aforesaid; and likewise for the further, and better, and more perfect settling and assuring the said Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premisses, to the said *J. E.* Sir *H. B.* *J. A.* *T. B.* and *T. P.* respectively, to hold to them respectively, for the said several and respective Terms of 1000 Years, 1000 Years, and 1500 Years, upon the Trusts, and for the Purposes aforesaid, as by the Counsel learned in the Law, of the said *J. E.* shall be reasonably devised, advised or required; and further, it is hereby declared and agreed, by and between all and every the Parties to these Presents, and the true Intent and Meaning of them, and every of them, and of these Presents, is, that in Case there shall be Issue Male of the Body of the said *J. P.* (Party, &c.) on the Body of the said *T. L.* to be begotten, and that she the said *T. L.* shall happen to die, during the Life-Time of the said *J. P.* (Party, &c.) it shall and may be lawful to and for the said *J. P.* (Party, &c.) during the Continuance and Being of such Issue Male, to limit and appoint the said Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premisses, or any Part or Parts thereof, unto and for the Use and Benefit of any Wife or Wives, which he shall happen to marry after the Decease of the said *T. L.* to charge the same Premisses, or any Part or Parcel thereof, with any Sum or Sums of Money,

ney, for the Portion and Maintenance of any Daughter or Daughters, younger Child or Children of such after Marriage or Marriges; the said recited Power, or any Thing in the said recited Indenture contained to the contrary thereof, in any wise notwithstanding. *In Witness, &c.*

Note; *There was a Term which was to be assigned to protect the Jointure.*

A Marriage Settlement of a Personal Estate, viz. 200l. South-Sea Annuity Stock, and 400l. Legacy, left the Wife, made after Marriage.

(12.) **T**HIS Indenture made, &c. between J. B. of, &c. Esq; and M. his Wife, late M. B. Daughter of T. B. late of, &c. deceased, by L. his late Wife, also deceased, of the one Part, and R. F. of, &c. Esq; and J. S. of, &c. Esq; of the other Part: Whereas a Marriage hath been lately had between the said J. B. and M. his Wife, which said M. at the Time of her Intermarriage with the said J. B. (amongst other Things,) stood possessed of, and intituled unto 200l. new South Sea Annuity Stock, and to the Sum of 400l. given to her by the Last Will and Testament of her said Mother, the said L. B. bearing Date, &c. and by her charged on the Moiety of her late Estate, situate, &c. And whereas before the Intermarriage of the said J. B. with the said M. his now Wife; and in Consideration thereof, and out of the great Love and Affection the said J. B. then had for the said M. his then intended and now Wife, did agree that the said 200l. new South-Sea Annuity Stock, and the said 400l. given and secured to her the said M. B. by the said Will of her said Mother L. B. should be conveyed, assigned and transferred unto Trustees,

Trustees, upon the several Trusts herein after mentioned, declared and expressed: Now this Indenture witnesseth, that as well in Performance of the said Agreement, as for and in Consideration of 5s. a-piece, of lawful Money of *Great Britain*, to them the said *J. B.* and *M.* his said Wife, by the said *R. F.* and *J. S.* in Hand paid, at or, &c. the Receipt whereof is hereby acknowledged; and for divers other, &c. them hereunto moving, they the said *J. B.* and *M.* his Wife, have, and each of them hath, granted, bargained, sold, assigned, transferred and set over, and by these Presents do, and each of them doth, grant, &c. unto the said *R. F.* and *J. S.* their Executors, Administrators and Assigns, all that the said 200*l.* new *South-Sea* Annuity Stock, and the said 400*l.* given and secured by the said *L. W.* and *T.* of the said *L. B.* and all the Right, Title, Interest, Profit, Claim and Demand whatsoever, of them the said *J. B.* and *M.* his said Wife, in and to the said Premises, with full Power to sue for, get, recover and obtain the same; To have and to hold the said 200*l.* new *South-Sea* Annuity Stock, and the said Legacy of 400*l.* secured as aforesaid, unto the said *R. F.* and *J. S.* their Executors and Administrators, upon the Trusts and Confidences, and to the Uses, Ends, Intents and Purposes herein after mentioned, declared and expressed, (that is to say,) the said *J. B.* doth declare that the same is so assigned, in full Performance of the said Agreement, before his Inter-marriage with the said *M.* his now Wife, upon Trust, that they the said *R. F.* and *J. S.* and the Survivor of them, his Executors and Administrators, shall and do permit and suffer him the said *J. B.* to receive all the Interest, Income and Produce of the said 400*l.* Legacy, and also all the Dividends and Produce of the said 200*l.* new *South-Sea* Annuity Stock, except Dividends of the capital Stock, for his Use, for and during the Term of his natural Life; and after the Death of the said *J. B.* in Case the said *M.* his now Wife shall him survive, then upon this further Trust, that they the said *R. F.* and *J. S.* and the Survi-

vor of them, his Executors and Administrators, shall and do permit and suffer the said *M. B.* to receive to her Use all the Interest and Produce of the said 400*l.* Legacy, and all the Dividends and Produce of the said 200*l.* new *South-Sea* Annuity Stock, unto her the said *M. B.* during her natural Life; and from and after the Decease of the Survivor of them the said *J. B.* and *M.* his Wife, then upon this further Trust, in Case there shall happen to be Issue only one Child of the said Marriage then living, then and in such Case, to apply the Interest and Produce of the said 400*l.* Legacy, and the Dividends and Produce of the said 200*l.* new *South-Sea* Annuity Stock, for the Use and Benefit of such only Child, until such Child shall attain his or her Age of twenty-one Years, and on his or her Attaining such Age, or Marriage, then they the said *R. F.* and *J. S.* do, and shall assign and transfer the said 400*l.* Legacy, and 200*l.* new *South-Sea* Annuity Stock, to such only Child, to and for his or her sole Use and Benefit; and in Case there shall be Issue of the said Marriage two or more Children, then upon further Trusts, that they the said *R. F.* and *J. S.* and the Survivor of them, his Executors and Administrators, shall and do apply the Interest and Produce of the said 400*l.* Legacy, and all the Dividends and Produce of the said 200*l.* new *South-Sea* Annuity Stock, for the Use and Benefit of such two or more Children, until their respective Ages of twenty-one Years, or Marriage; and upon their Attaining their said respective Ages of twenty-one Years, or on Marriage, then the said 400*l.* Legacy, and the said 200*l.* new *South-Sea* Annuity Stock, to be equally divided between all and every such Children, in equal Proportions, Share and Share alike; and in Case the said *J. B.* shall have no Issue by the said *M.* his Wife, or being such, and all of them shall happen to die before they shall attain the Age of twenty-one Years, or be married, then upon this further Trust, that they the said *R. F.* and *J. S.* and the Survivor of them, his Executors

tors or Administrators, shall and do assign and transfer the said 400*l.* Legacy, and the said 200*l.* new *South-Sea* Annuity Stock, unto the Executors or Administrators of the Survivor of them the said *J. B.* and *M.* his said Wife, and upon no other Trust or Confidence whatsoever; and the said *J. B.* for himself, his Executors and Administrators, and for the said *M.* his Wife, doth covenant, promise and grant to and with the said *R. F.* and *J. S.* their Executors and Administrators by these Presents, that he the said *J. B.* and *M.* his Wife, shall and will, within the Space of eleven Days next after the Date of these Presents, transfer the said 200*l.* new *South-Sea* Annuity Stock, in the *South-Sea* Company's Books, unto the said *R. F.* and *J. S.* their Executors and Administrators, or the Trusts aforesaid, and the said *J. B.* for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said *R. F.* and *J. S.* their Executors and Administrators by these Presents, in Manner and Form following, (that is to say,) that they the said *R. F.* and *J. S.* their Executors and Administrators, shall and may, from Time to Time, have, hold and enjoy all and every the Premises, by these Presents assigned and transferred on the Trusts aforesaid, without the Let, Suit, Disturbance or Interruption of or by the said *J. B.* his Executors or Administrators, or any claiming or to claim, by, from or under him, or by his Means, Consent, Privity or Procurement; and further, that he the said *J. B.* shall and will, at the Request, Costs and Charges of the said *R. F.* and *J. S.* do, or Cause to be done, any further or other lawful and reasonable Act, Deed, Matter or Thing, for the further and better settling and assuring the said 200*l.* new *South-Sea* Annuity Stock, and the Sum of 400*l.* and other the Premises, upon the several Trusts herein before mentioned, as by the said Trustees, or their Counsel learned in the Law, shall be reasonably devised, advised or required: Provided always, and it is hereby

declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said R. F. and J. S. and the Survivor of them, and the Executors and Administrators of such Survivor, by and with the Consent and Approbation of the said J. B. and the said M. his Wife, to call in the said Sum of 400*l.* and to sell the said 200*l.* new *South-Sea* Annuity Stock, for the most Monies that may be had or gotten for the same, and with such Consent as aforesaid, to place out and invest the said Monies, when paid in, and all such Dividends of the capital Stock as shall be paid off by the *South-Sea* Company, on any other Government or Real Security, and with such Consent as aforesaid, from Time to Time, to call in the said Money, and place out the same again, as to the respective Trustees shall seem good, and for the Advantage of the Parties interested therein: And lastly, it is declared and agreed by and between all the said Parties to these Presents, that the said Trustees herein before named, shall not be answerable for one another, nor for the Acts, Receipts and Defaults of one another, and shall not be charged or chargeable with, or answerable for any Money, but what they shall respectively actually receive, nor for any Loss that shall happen by taking bad Security for the said Trust Money, or any Part thereof, nor for any Person that shall be employed under them, in the Management of the said Trust Money, or any Part thereof; nor for any Loss, but what shall be occasioned by any wilful Default; nor for any Loss that shall happen by any Banker, Goldsmith, or other Person, with whom the said Trust Money shall be lodged for safe Custody; and that they the said Trustees, and each of them, shall and may, out of the said Trust Money, from Time to Time, pay and reimburse themselves all such Costs, Charges, Damages and Expences, which they or either of them, their or either of their Executors or Administrators shall pay, bear or be put unto, by Virtue of the Trust hereby in them

them reposed, or the Execution thereof, or otherwise relating thereunto; any Thing herein before contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Settlement of the Equity of Redemption.

THIS Indenture tripartite, made, &c. between (13.)
A. B. of, &c. Esq; of the first Part, *C. D.* Son
 of the said *A. B.* of the second Part, and *R. A.* of
 the third Part: Whereas by Indentures of Lease and
 Release, bearing Date respectively the twenty-third
 and twenty-fourth Days of, &c. the Release being
 tripartite, and made, &c. In Consideration of a Mar-
 riage then intended, and shortly had and solemnized
 between the said *A. B.* and *M. F.* the Manors of,
 &c. and divers other Messuages, Lands, Tenements
 and Hereditaments in the County of *H.* herein after
 mentioned to be granted, are limited in Use to the
 said *A. B.* for Life, without Impeachment of Waste;
 Remainder to Trustees to preserve contingent Remain-
 ders, and chargeable with the annual Sum of 600*l.* to
 the said *M.* for her Life, for her Jointure; Remain-
 der to the first and other Sons of the said *A. B.* on the
 Body of the said *M.* in Tail Male, Remainder to the
 said *A. B.* in Fee, as by the said Indenture may more
 fully appear; and whereas the said *C. D.* is the first
 Son of that Marriage, and has attained his Age of
 twenty-one Years, and the said *A. B.* having Occasion
 for the Sum of 6000*l.* did desire his said Son to join
 with him in a Common Recovery of the said Manors
 and Premises in the County of *H.* in order thereby to
 enable him by Way of Mortgage, to take up the Sum
 of 6000*l.* in Consideration whereof, the said *A. B.*
 did agree to resettle the same, subject to the said
 Mortgage and Jointure; and whereas the said *A. B.*
 and

*A. B. first
 Part, the
 Parties,
 R. F. and
 M. his
 Daughter
 of the second
 Part, R. F.
 and W. F.
 of the third
 Part.*

and *C. D.* did one *Easter Term*, which was in the Year of our Lord 1726, suffer a Common Recovery of the said Manor and Premises, and by Indenture of Lease and Release, bearing Date the sixteenth and seventeenth Days of *April* which were in the Year of our Lord 1727, did grant and convey the same to *B. P.* of, &c. Esq; his Heirs and Assigns, redeemable on Payment of 6270*l.* as therein is mentioned; and whereas the said *A. B.* in order to indemnify his Son for joining in the said Mortgage, did settle the Equity of Redemption of the said Premises, to the Uses mentioned in the said recited Settlement, subject to the said Mortgage; and whereas the said *A. B.* having Occasion for the further Sum of 2000*l.* the said *C. D.* at his Father's Request, had suffered a new Recovery, and taken up the Sum of 2000*l.* to supply his Father's Occasions, so that the Manor and Premises stand now charged with the Sum of 8000*l.* and Interest, at 5 *l. per Cent. per Annum*, and the said *A. B.* hath agreed to settle the said Premises, subject to the said Mortgage Debt of 8000*l.* and Interest, to the Uses mentioned in the said recited Settlement, made on the Marriage of the said *A. B.* Now this Indenture witnesseth, that in Performance of the said Agreement, and for settling the Manors, Lands, Tenements and Hereditaments herein after mentioned to be granted, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, declared and expressed, and for and in Consideration of the Sum of 10*s.* of good and lawful Money of *Great Britain*, to the said *A. B.* and *C. D.* by the said *R. A.* in Hand paid, at or before, &c. the Receipt whereof, &c. and for other good Causes, &c. moving, they the said *A. B.* and *C. D.* have, and each of them hath, granted, bargained, sold, aliened, released and confirmed, and by these Presents do, and each of them doth, grant, bargain, &c. unto the said *R. A.* (in his actual Possession now being, by Virtue of a Bargain and Sale thereof, &c.) and to his Heirs and Assigns, all that [as in the

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Mortgage,] and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Power, Equity of Redemption, Property, Claim and Demand of the said *A. B.* and *C. D.* in and to the same; To have and to hold the said Manor, Advowson, Lands, Tenements, Hereditaments and Premises, to the said *R. A.* his Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoos, Limitations and Agreements herein after limited, declared and expressed, (that is to say,) to the Use and Behoof of the said *A. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and after his Decease, so charged and chargeable with the said annual Sum of 600*l.* payable to the said *M. B.* for her Life, for her Jointure, and to the Remedies for recovering the same, to the Use and Behoof of the said *C. B.* and the Heirs Male of his Body lawfully to be begotten; and for want of such Issue, to the Use of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all other the Sons of the said *A. B.* on the Body of the said *M.* his Wife, begotten or to be begotten, severally and successively, one after another, as they shall be in Seniority of Age and Priority of Birth, and of the several Heirs Male of their several and respective Bodies, lawfully to be begotten; the Elder of such Sons, and the Heirs Male of his Body being always preferred before the Younger, and the Heirs Male of his and their Body and Bodies; and for want of such Issue, to the Use and Behoof of the said *A. B.* his Heirs and Assigns for ever: Provided always, and it is declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *A. B.* from Time to Time, during his Life, by any Deed or Deeds in Writing, under his Hand and Seal, attested by two or more credible Witnesses, to make any Demise, Lease or Grant, Demises, Leases or Grants of the Premises, or any

Part

Part or Parts thereof, so as they be not made without Impeachment of Waste, nor with any Power to commit Waste by any express Words therein to be contained; and so as such Lease or Leases be made in Possession and not in Reversion; and so as such Lease or Leases exceed not twenty-one Years; and so as upon all and every such Demise, Lease or Grant, Demises, Leases or Grants, there be reserved payable yearly, during the Continuance of such Lease and Leases, so much yearly Rent and Rents, as can reasonably be had or gotten for the same, at the Time of settling thereof, and without taking any Fine, or any Thing in Lieu of a Fine or Income for the same; and so as the Lessee and Lessees in such Lease and Leases to be named, shall and do execute Counter-parts thereof, and so as there be respectively therein contained Clauses of Re-entry for Non-payment of the respective yearly Rents, to be thereupon respectively reserved, as in such Cases are usual; any thing herein contained to the contrary thereof in any wise notwithstanding: And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *R. A.* his Heirs, Executors and Administrators, that he the said *A. B.* shall and will from Time to Time, during his natural Life, so long time as the said Sum of 8000 *l.* shall continue a Charge on the said Estate, pay and keep down the Interest thereof, and also save, keep harmless and indemnified the said *C. B.* from the Payment thereof, and of and from all Actions of Debt and Covenant, that during the Life-time of the said *A. B.* shall be brought, commenced or prosecuted, against the said *C. B.* for Non payment of the said Sum of 8000 *l.* or the Interest thereof; and further, that the said Manor, Lands, Tenements and Hereditaments hereby granted, are free from all Incumbrances whatsoever, (except the said annual Sum of 600 *l.* limited to the said *M.* for her Life, for her Jointure, the said Mortgage for 8000 *l.* and annual Fee-farm Rent of 5 *l.* and

*Covenant
to keep
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terest.*

and a *Modus* of 4 *l. per Annum*.) And lastly, that he the said *A. B.* shall and will from Time to Time, and at any Time, during his natural Life, at the Request of the said *R. A.* his Heirs and Assigns, do or cause to be done, any further or other lawful and reasonable Act, Matter or Thing, for the further and better assuring the said Premises, to the several Uses, Intents and Purposes, and subject to the Proviso herein before mentioned, declared and expressed, as by the said *R. A.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. *In Witness, &c.*

A Marriage Settlement, with a Covenant to surrender Copyhold Lands.

THIS Indenture quadripartite, made, &c. between *C. P.* of, &c. Spinster, of the first Part, Sir *W. S.* of, &c. Bart. of the second Part, the Most Noble *J. Duke* of *R.* and the Right Honourable *T. Earl* of *W.* of the third Part, and the Honourable *J. F. Esq.* Brother of the said Earl of *W.* and *J. R.* of, &c. of the fourth Part, witnesseth, that as well for and in Consideration of a Marriage, by God's Permission, intended to be shortly had and solemnized between the said Sir *W. S.* and *C. P.* and of the Sum of 100 *l.* of, &c. by the said *J. Duke* of *R.* and *O. R.* to the said *C. P.* in Hand paid, at or, &c. the Receipt, &c. and for the settling and assuring of the Manors, Messuages, Farms, Lands, Tenements and Hereditaments herein after mentioned to be granted, to and for the several Uses, Intents and Purposes, and upon the Trusts and Confidences, and subject to the Powers, Provisoes, Limitations and Agreements herein after limited, declared and expressed; and for divers other good Causes and valuable Considerations hereunto

(14.)

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especially moving, the the said C. P. by and with the Consent, Direction and Appointment of the said Sir W. S. testified by his being Party to, and signing and sealing these Presents, hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, &c. unto the said J. D. of R. and J. R. in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made for one Year, in Consideration of 5 s. of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring Uses into Possession, and to their Heirs, all that, &c. and all other, &c. of her the said C. P. or whereof or wherein, &c. [as usual,] and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand of the said C. P. of, into, or out of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises; To have and to hold the said Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises, unto the said J. Duke of R. and J. R. their Heirs and Assigns, to and for the several Uses, Intents and Purposes, and upon the Trusts and Confidences, and subject to and under the several Powers, Provisoos, Limitations and Agreements, herein after and by these Presents limited, declared and expressed: And this Indenture further witnesseth, that in Consideration of the said intended Marriage, and of the great Love and Affection the said Sir W. S. hath and beareth to the said C. P. and of the Sum of 10 s. of lawful Money, to the said Sir W. S. in Hand paid by the said J. Duke of R. and J. R. at or before, &c. the Receipt, &c. and for divers, &c. he the said Sir W. S. hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly,

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clearly and absolutely grant, bargain, sell, alien, release, and confirm, unto the said *J. Duke of R.* and *J. R.* in their actual Possession, &c. (and to their Heirs,) all that, &c. and the Reversion and Reversions, &c. and all the Estate, &c. of the said *Sir W. S.* in and to the same; To have and to hold the said, &c. Hereditaments and Premises last mentioned, or intended to be hereby granted and released, with their and every of their Appurtenances, unto the said *J. Duke of R.* and *J. R.* their Heirs and Assigns, to and for the several Uses, Intents and Purposes, and upon the Trusts and Confidences, and subject to and under the several Powers, Provisoos, Limitations and Agreements herein after limited, declared and expressed; and it is hereby declared and agreed, by and between all the said Parties to these Presents, that the said *J. Duke of R.* and *J. R.* and their Heirs, shall stand and be seised of all and singular the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises to them herein before and hereby granted as aforesaid, to the several Uses following, that is to say, as to all and singular the said Manors, Messuages, Farms, Lands, Tenements and Hereditaments, in the several Counties of *O. B. E.* *The Lady's Estate.* and in *L.* and in the County of *Y.* or elsewhere, in the Kingdom of *Great Britain*, the Inheritance of the said *C. P.* to the Use and Behoof of the said *C. P.* her Heirs and Assigns, until the said intended Marriage shall be had and solemnized; and as to all and singular the said, &c. in *W. C.* aforesaid, or elsewhere in the *Sir W. S.'s Estate.* said County of *M.* and the Inheritance of the said *Sir W. S.* to the Use and Behoof of the said *Sir W. S.* and his Heirs, until the Solemnization of the said intended Marriage; and from and after the said intended Marriage shall be had and solemnized, to the Use, Intent and Purpose, that the said *T. E. of W.* and *J. F.* and their Heirs and Assigns, shall and may, during the Joint Lives of the said *Sir W. S.* and *C. P.* his intended Wife, have, take and receive the annual Sum or yearly Rent-
C c 2 Charge

Charge of 600*l.* of lawful Money of *Great Britain*, to be issuing and going out of all that the said Manor of *R.* in the said County of *O.* and the said Mansion-House, Messuages or Tenements, Farms, Lands, and other the Premises in the Parish of *B.* and elsewhere in the County of *B.* and out of every Part and Parcel thereof, without Abatement for Taxes, Charges, Assessments, or any other Matter, Cause or Thing whatsoever; the said annual Payment, or yearly Rent-Charge of 600*l.* to be payable and paid at the four most usual Feasts, or Days of Payment in the Year, that is to say, *Midsummer, Michaelmas, Christmas* and *Lady-Day*, in every Year; the first Payment to be made on such of the said Feasts, as shall first and next happen after the Solemnization of the said intended Marriage; and to this further Use, Intent and Purpose, that if it shall happen the said annual Payment or yearly Rent-Charge of 600*l.* or any Part thereof, to be behind or unpaid by the Space of twenty Days next after any of the said Feasts or Days of Payment, whereon the same is made payable as aforesaid; that then and so often it shall and may be lawful to and for the said *T. Earl of W.* and *J. F.* and their Heirs, during the joint Lives of the said *Sir W. S.* and *C. P.* his intended Wife, into and upon the said Manor, Messuages, Lands, Tenements and Hereditaments, chargeable with the Payment thereof, to enter and distrain, &c. [*as in others,*] and to this further Use, Intent and Purpose, that if the said annual Sum of 600*l.* or any Part thereof, shall be behind and unpaid by the Space of 30 Days after any of the Feasts whereon the same is hereby made payable; that then and so often it shall and may be lawful to and for the said *T. Earl of W.* and *J. F.* and their Heirs, during the joint Lives of the said *Sir W. S.* and *C. P.* into all and singular the said Manor, Lands, Tenements, Hereditaments and Premises, charged with the said annual Sum of 600*l.* or any Part or Parcel thereof, to enter, and the Rents, Issues and Profits thereof, to have, take and receive, until the said Rent-Charge

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Charge of 600 *l.* and the Arrears thereof, and such Arrears as shall incur and grow due, during such Possession, and also the said Trustees Costs, Damages, Charges and Expences, shall be fully paid and satisfied; such Possession, when taken, to be without Impeachment of Waste; and it is hereby declared and agreed, by and between all the said Parties to these Presents, that the said annual Sum or yearly Rent-Charge of 600 *l.* is so limited to the said Earl, and *J. F.* and their Heirs, upon the Trusts and Confidences herein after mentioned and expressed, that is to say, upon Trust, to pay over the said annual Sum of 600 *l.* not to the said Sir *W. S.* or as he shall appoint; but to such Person and Persons only, and for such Uses, Intents and Purposes only, as the said *C. P.* alone, without the Order, Direction, Intermeddling or Controul of him the said Sir *W. S.* her intended Husband, notwithstanding her Coverture, and as if she were sole and unmarried, shall by any Writing or Writings, to be signed by her the said *C. P.* with the Name of her own proper Hand Writing, from Time to Time, direct and appoint for the personal and particular Use of her the said *C. P.* and wherewith the said Sir *W. S.* her intended Husband, shall not in any wise intermeddle, or have any Power to forfeit or incumber the same; and as for and concerning the said Manor of *R. G.* and the said Mansion-House, Messuages, Lands, Tenements and Hereditaments in *B.* aforesaid, so charged and chargeable with the said annual Sum of 600 *l.* as aforesaid, and also as for, touching and concerning the said, &c. and Hereditaments in *W. C.* aforesaid, and other the Premisses, the Inheritance of the said Sir *W. S.* to the Use and Behoof of the said Sir *W. S.* for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use of the said *J. Duke of R.* and *J. R.* and their Heirs, during the natural Life of the said Sir *W. S.* upon Trust to preserve the contingent Uses herein after limited; yet so as to permit and suffer

fer the said Sir *W. S.* to receive the Rents, Issues and Profits of the said Premises, during his natural Life, and from and after the Decease of the said Sir *W. S.* then to the Use and Behoof of the said *C. P.* and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste; and as for, touching and concerning the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, situate, lying and being in the said several Counties of *B.* and *E.* and the City of *L.* and in the County of *T.* and as for, touching and concerning the said Manors, &c. in the said County of *O.* and all and singular other the Premises, whereof no Use is herein before limited, from and after the said intended Marriage shall be had and solemnized, and subject to the Estate limited to the Lady *C. P.* for her Life, for her Jointure, and to a Rent-Charge Suit, limited to her for an additional Jointure, and to the several Remedies for Recovery thereof, to the Use and Behoof of the said Sir *W. S.* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, then to the Use and Behoof of the said *J. Duke of R.* and *J. R.* and their Heirs, during the natural Life of the said Sir *W. S.* upon Trust to support and preserve the Contingent Uses, and Estates thereof herein before limited, from being barred or destroyed, and for that Purpose to make Entries, and bring Actions, as Occasion may require; but nevertheless to permit and suffer the said Sir *W. S.* and his Assigns, to have, receive and take the Rents, Issues and Profits of the same Premises, to his and their own Use and Uses, for and during the Term of his natural Life, and from and after the Decease of the said Sir *W. S.* so subject as aforesaid, to the Use and Behoof of the said *C. P.* and her Assigns, during the Term of her natural Life, without Impeachment of Waste, for her Jointure, and in full Bar of her Dower or Thirds at Common Law; and from and after the Decease

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Decease of the Survivor of them the said Sir *W. S.* and *C. P.* his intended Wife, then as for, touching and concerning the said Manors of *B. N. W.* and *R. G.* the said Mansion-House of *B.* and all other the Manors, Messuages, Lands, Tenements and Hereditaments in the said Counties of *O. B. B. E. N.* and *L.* or elsewhere in the Kingdom of *Great Britain*, the Inheritance of the said *C. P.* and as for and concerning the said Messuages, Ground-Rents and Hereditaments in *W. C.* or elsewhere in the said County of *M.* and the Inheritance of the said Sir *W. S.* and all and singular other the Manors, Lands, Tenements, Rents, Hereditaments and Premises hereby granted and released, or intended so to be, whereof no Use is herein before limited to take Effect, after the Solemnization of the said intended Marriage; and as the respective Uses thereof herein before limited, shall respectively end and determine, subject to the said Jointure and additional Jointure of the said Lady *C. P.* as aforesaid, to the Use and Behoof of the first Son of the Body of the said Sir *W. S.* on the Body of the said *C. P.* his intended Wife to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second Son of the Body of the said Sir *W. S.* on the Body of the said *C. P.* to be begotten, and of the Heirs Male of the Body of such second Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the third, fourth, fifth, sixth, seventh, and all other the Son and Sons of the Body of the said Sir *W. S.* on the Body of the said *C. P.* to be begotten, severally and successively one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons respectively to be begotten; the Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies respectively issuing, always to be preferred and to take before the younger of such Son and Sons, and the Heirs Male

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of his and their Body and Bodies respectively issuing; and for Want of such Issue, as to all and singular the said Messuages, Lands, Tenements and Hereditaments in *W. C.* aforesaid, or elsewhere in the said County of *M.* the Inheritance of the said Sir *W. S.* to the Use and Behoof of the said Sir *W. S.* his Heirs and Assigns for ever; and as to all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned, situate, lying and being in the said several Counties of *O. B. B. E.* in the City of *L.* and in the said County of *T.* or elsewhere in the Kingdom of *Great Britain*, the Inheritance of the said *C. P.* for Default of such Issue Male of the said intended Marriage as aforesaid, to the Use and Behoof of the said *C. P.* her Heirs and Assigns for ever: Provided always, and it is hereby declared and agreed, by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said Sir *W. S.* during the Term of his natural Life; and from and after his Decease, to and for the said *C.* his intended Wife, during the Term of her natural Life, as and when the said Sir *W. S.* and *C. P.* shall be in the actual Possession of the Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned; but without Prejudice to the Jointure of the said Lady *C. P.* or to her additional Jointure, by any Writing or Writings, indented under his or her Hand and Seal, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Manors, Lands, Tenements, Hereditaments and Premises, to any Person or Persons whatsoever, for the Term of twenty-one Years, or for any Term or Number of Years, not exceeding twenty-one Years, so as such Demises, Leases or Grants, which shall be made by the said Sir *W. S.* and *C. P.* his intended Wife, or either of them respectively, as aforesaid, be made to commence in Possession, and not in Reversion, or at a Day to come, and be not made without Impeachment

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of Waste; and so as upon all and every such Lease and Leases, Demises or Grants there be reserved payable yearly, the best and most improved yearly Rent, which at the Time of making thereof can or may be gotten for the same, without taking any Fine, Sum or Sums of Money, or other Thing in Lieu of a Fine or Income for the same; and so as in every such Lease there be contained a Condition of Re-entry for Non-payment of the Rent and Rents thereby to be reserved; and so also as the Lessee and Lessees do seal and deliver Counterparts of such Lease and Leases; any Thing herein before contained to the Contrary thereof in any wise notwithstanding: Provided also, that for the better Improvement of the said Ground, Messuages, Tenements, Hereditaments and Premises, Part of *W.C.* aforesaid, by granting Building Leases, it is declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said Sir *W.S.* from Time to Time, during the Term of his natural Life; and from and after his Decease, to and for the said *C.P.* from Time to Time, during her natural Life, in Case she shall survive him, by any Deed or Deeds, Writing or Writings, under his or her Hand and Seal respectively, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Messuages, Tenements, Grounds, Hereditaments and Premises in *W. Street*, or in the Parish of *W.C.* as aforesaid, or any Part thereof, to any Person or Persons, for any Term or Number of Years, not exceeding sixty-one Years, in Possession, and not in Reversion, or at any Day to come; so as on all and every such Lease and Leases there be reserved such reasonable Rents or Ground-Rents, as can be gotten for the same, without taking any Sum or Sums of Money, or other Thing in Lieu of a Fine; so as the Rent thereon to be reserved be made to continue during such Lease and Leases; and so as in every such Lease and Leases to be made by Virtue of these Presents, there be contained

a Condition of Re-entry for Non-payment of the Rent thereby to be reserved; and so as every such Lessee do execute a Counter-part of the Lease to him granted; any Thing herein contained to the Contrary notwithstanding: Provided also, and it is hereby further declared and agreed by and between all and every the said Parties to these Presents, that it shall and may be lawful to and for the said C. P. at any Time or Times hereafter, during the Term of her natural Life, notwithstanding her Coverture, and as if she were sole and unmarried, by any Deed or Deeds, Writing or Writings, under her Hand and Seal, to be attested in the Presence of two or more credible Witnesses, to make or grant any Lease or Leases, Estate or Estates of the said several Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any Part or Parcel thereof, subject to the said Jointure and additional Jointure of the said Lady C. P. and to such Leases, Charges and Estates, as shall happen to be thereof made, by Virtue of any the Powers herein contained, and without Prejudice to the Estate herein before limited, to the said Sir W. S. for Life, for the Term of 500 Years, or any other Term, to commence from the Making such Deed or Deeds, to the Intent only, and upon Trust for the raising any Sum or Sums of Money, not exceeding in the Whole, the Sum of 10000 £ . for such Child or Children of the said C. P. and in such Proportions, and to be paid at such Time, and in such Manner, as the said C. P. by any Writing or Writings, under her Hand and Seal, testified as aforesaid, or by her Last Will and Testament in Writing, duly attested, shall direct or appoint: Provided also, and it is hereby further declared and agreed by and between all and every the said Parties to these Presents, that after the Death of the said Lady C. P. it shall and may be lawful to and for the said Sir W. S. and C. P. his intended Wife, or the Survivor of them, by any Deed or Deeds, Writing or Writings, signed by them or the Survivor of them, and attested

tested in the Presence of three or more credible Witnesses, by and with the Consent of the said T. Earl of W. and J. R. and the Survivor of them, and the Heirs of such Survivor signified in Writing, and attested as aforesaid, and not otherwise, in order to sell the Premises, as herein after mentioned, to revoke, change, alter and make void all or any the Use and Uses, Trusts, Estates and Limitations, herein before limited and declared, of or concerning the said several Messuages, Lands, Tenements, Fee-Farm Rents and Hereditaments in the several Counties of B. E. Y. and the City of L. or any of them, and absolutely to sell and dispose of the said Messuages, Lands, Tenements, Fee-Farm Rents and Hereditaments in the said Counties of B. E. Y. and the City of L. or any of them, for the best Price that can be got for the same, by one or more, to any Person or Persons that will purchase the same; so as the Money arising by such Sale or Sales be paid to the said T. Earl of W. and J. R. and the Survivor of them and his Heirs, upon Trust, with the said Money to purchase other Lands, Tenements and Hereditaments of equal Value, and settle the same to the same Uses, Intents and Purposes, and subject to the same Provisoos, Limitations and Agreements, as the said Premises now stand settled by these Presents; the said Purchase and Settlement to be made by Decree of the High Court of Chancery; any Thing herein before contained to the contrary notwithstanding: And the said Sir W. S. and C. P. do hereby severally covenant, promise and grant, to and with the said J. Duke of R. and J. R. their Heirs, Executors and Administrators, that they the said Sir W. S. and C. P. have not made any former or other Grant, Bargain or Sale, or otherwise incumbered the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before mentioned, and by them the said Sir W. S. and C. P. severally granted to them the said J. Duke of R. and J. R. and their Heirs as aforesaid, and that the said Manors and Premises,

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and every of them, with their Appurtenances, at all Times from henceforth, shall and may be peaceably and quietly held and enjoyed by the said *J. Duke of R.* and *J. R.* and their Heirs, according to the several Uses and Estates, and upon the several Trusts herein before mentioned, limited and expressed, touching and concerning the same; and further, that they the said Sir *W. S.* and *C. P.* shall and will, at all Times hereafter, upon the reasonable Request of the said *J. Duke of R.* and *J. R.* do, &c. to and for the several Uses, Intents and Purposes, and under the Trusts, and subject to the Provisoos herein before contained: And whereas several Messuages, Lands, Tenements and Hereditaments of the said *C. P.* situate, lying and being in *H.* in the County of *M.* now in the Occupation of *P. A.* and *W. G.* are Copyhold: Now this Indenture further witnesseth, that the said Sir *W. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *J. Duke of R.* and *J. R.* their Heirs, Executors and Administrators, that in Case the said intended Marriage shall take Effect, he the said Sir *W. S.* and *C. P.* his intended Wife, shall and will, at the first Court to be held after the said intended Marriage shall be solemnized, surrender the said Copyhold Premises, into the Hands of the Lord of whom the same are held, to the Use of the said Sir *W. S.* and *C.* his intended Wife, for the Lives of them and the Survivors of them; and after the Decease of the Survivor of them, to the Use of the first and other Sons of the said Sir *W. S.* and *C. P.* his intended Wife, in Tail Male; and for Want of such Issue, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, Use and Uses, as the said *C.* shall, notwithstanding her Coverture, by any Deed or Writing, Last Will and Testament in Writing, purporting her Last Will and Testament, attested by three or more credible Witnesses, direct or appoint; and for Want of such Direction or Appointment, to the Use of the said *C. P.* and the Heirs of

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of her Body, lawfully to be begotten; and for Want of such Issue, to the Use of the said C. P. her Heirs and Assigns for ever. *In Witness, &c.*

A Marriage Settlement of an undivided Moiety, reciting a Conveyance for raising Money to pay off Debts, affecting the Lands comprized in the Settlement.

THIS Indenture quadripartite, made, &c, between N. B. of G. J. in the County of, &c. Esq; Elder Son and Heir of N. B. late of M. in the County of, &c. Esq; deceased, and J. the now Wife of the said N. B. (Party to these Presents,) of the first Part, G. B. of, &c. Esq; J. V. of A. &c. Esq; of the second Part, W. J. of J. &c. Esq; and F. M. of, &c. Esq; of the third Part, Sir H. M. of, &c. Bart. N. M. Esq; Eldest Son and Heir of the said Sir H. M. and J. L. of, &c. of the fourth Part, witnesseth, that for and in Consideration of the Marriage lately had and solemnized, between the said N. B. (Party, &c.) and J. his Wife, hath by Fine, and by one Indenture tripartite, bearing Date the Day next before the Date hereof, and made between the said N. B. and her the said J. of the first Part, the said G. B. and J. V. of the second Part, and W. J. and F. M. of the third Part, joined in the settling and assuring all that her undivided Moiety or half Part of all the Manors and Lands of L. R. alias R. in the County of, &c. and of other Lands, Tenements and Hereditaments in the County of O. and in the County of K. in the same Indenture mentioned, unto or upon the said W. J. and F. M. and their Heirs, in Trust by Sale thereof, to raise Money for the paying off and clearing the Debts therein mentioned, and to or with which the said Manors, Lands and Hereditaments here-

(15.)

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in after granted or released, or any of them, are respectively affected, or liable, or charged: And the better to enable the said *N. B.* to make the Jointure and Settlement herein after contained, and which is by him and the said *J.* agreed to be made, and for the Making such Jointure and Provision of Maintenance, or Means of Livelyhood for the said *J.* in Lieu and Recompence of her Dower or Thirds at Common Law, which if she survives the said *N. B.* (Party to these Presents,) she may or might Claim, of or out of any of the Manors, Lands and Hereditaments of the said *N. B.* (Party, &c.) and for the Advancement of the Heirs Males of the Body of him the said *N. B.* (Party, &c.) on the Body of the said *J.* his Wife begotten; and for raising Portions, and making such Provision for the Daughter or Daughters, younger Son or younger Sons of the said *N. B.* (Party, &c.) begotten, or to be begotten on the Body of the said *J.* his Wife, as are herein after in that Behalf mentioned and expressed; and for the settling of the Manors or Lordships, and Manor or reputed Manor of *H. Mill*, Messuages, Farms, Lands, Tenements and Hereditaments herein after mentioned, to the Uses, Intents and Purposes, and subject to and under the Provisoos, Trusts, Limitations and Agreements, herein after expressed; and for and in Consideration of the Sum of 10*s.* of, &c. to the said *N. B.* (Party, &c.) in Hand paid by the said *W. J.* and *F. M.* at or before, &c. the Receipt, &c. and for divers other, &c. the said *N. B.* (Party, &c.) hereunto moving, he the said *N. B.* (Party, &c.) hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, &c. unto the said *W. J.* and *F. M.* (in their actual Possession, &c.) and to their Heirs, all that the Manor or Lordship of *M. A.* in the County of *C.* with all the Rights, Members and Appurtenances thereof, and all that Capital Messuage, Mansion or Manor-House of *M. A.* aforesaid, commonly called, &c. with all Barns, Stables, Back-Yards, Orchards, Gardens, and other Appurtenances there-

thereunto belonging, now or late in the Tenure or Occupation of, &c. and also all those several Closes and Premises, or Parcels of arable Land, called by the several Names of the, &c. all which Copyhold Lands and Premises, are situate, &c. and now are, or late were, &c. their Assigns or Under-Tenants, and the Reversion, &c. of all and singular the said Manor or Lordship of *A.* and Manor, or reputed Manor of *H.* Messuages, Mill, Lands, and other the Premises, and every Part and Parcel thereof; and also all the Estate, &c. either in Law or Equity of him the said *N. B.* (Party, &c.) of, in or unto the same Premises, and every or any Part or Parcel thereof, (excepting, and always reserving unto the said *N. B.* (Party, &c.) his Heirs and Assigns,) all and all Manner of Mines and Minerals, being in the Waste Grounds of *M. A.* aforesaid, in the County of *C.* together with free Liberty of Ingress, Egress and Regress, Way and Passage to and for him the said *N. B.* (Party, &c.) his Heirs and Assigns, with Workmen, Servants and others, and with Horses, Carts and Carriages, to work in the said Mines, and to dig, prepare and carry away the Metal, Oar and Mineral therein contained, at his and their Wills and Pleasures; To have and to hold all the said Manor or Lordship of *M. A.* and Manor, or reputed Manor of *H.* Mill, Messuages, Lands, Tenements and Hereditaments, and all and singular, &c. with their, &c. hereby granted, &c. and every of them, and every Part and Parcel of them, and every of them, with their and every of their Appurtenances, (except before excepted,) unto the said *W. J.* and *F. M.* their Heirs and Assigns for ever; to and for the several Uses, Intents and Purposes, and subject to and under the several Provisoos, Trusts, Limitations, Powers and Agreements herein after expressed, limited, declared and appointed, of and concerning the same Premises respectively, and to and for no other Use, Intent or Purpose whatsoever, (that is to say,) to the Use and Behoof of the said *N. B.* (Party, &c.) for and during

during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, then to the Use and Behoof of the said *W. J.* and *F. M.* and their Heirs, during the natural Life of the said *N. B.* (Party, &c.) nevertheless, upon Trust only, and to the Intent to preserve the contingent Uses, and Remainders of the same Premises herein after mentioned, from being defeated, disturbed or destroyed, and for that Purpose to make Entries, and bring Actions, as Occasion shall require; but nevertheless, in Trust to permit and suffer the said *N. B.* (Party, &c.) and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises, during his natural Life; and from and immediately after the Decease of the said *N. B.* (Party, &c.) to the Use and Behoof of the said *J. B.* for and during the Term of her natural Life, for her Jointure, and in Lieu, full Bar and Satisfaction of her Dower and Thirds at the Common Law, out of all or any the Lands and Hereditaments, in which the said *N. B.* (Party, &c.) now hath, or hereafter shall have any Estate of Inheritance; and from and immediately after the Decease of the said *N. B.* (Party, &c.) and *J.* his Wife, and the Decease of the Survivor of them, to the Use of the said *W. J.* and *F. M.* their Executors, Administrators and Assigns, for and during the Term of 500 Years, from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of Waste; nevertheless upon the Trusts, and under the Proviso's herein after mentioned and declared, concerning the same Term, and from and after the Expiration or other sooner Determination of 500 Years, to the Use and Behoof of the first Son of the Body of the said *N. B.* (Party, &c.) begotten, or to be begotten, on the Body of the said *J.* his Wife, and the Heirs Males of the Body of such first Son, lawfully issuing; and for Want of such Issue, to the Use and Behoof of the second Son of the Body of the said *N. B.* (Party

ty, &c.) begotten, or to be begotten on the Body of the said *J.* and the Heirs Males of the Body of such second Son lawfully issuing; and for Want of such Issue, to the Use and Behoof of the third Son, [*in like Manner at large as for the first and second,*] and for Want of such Issue, then to the Use and Behoof of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the said *N. B.* (Party, &c.) begotten, or to be begotten on the Body of the said *J.* severally and successively, in Order and Course as they shall be in Seniority of Age and Priority of Birth, and the several Heirs Male of the several and respective Bodies, of every such Son and Sons lawfully issuing; the Elder of such Sons, and the Heirs Male of his Body being always preferred, and to take before the younger of such Sons and the Heirs Male of his Body; and for Want of such Issue, and in Case the said *J.* shall be *enseint* or with Child of one or more Child or Children by the said *N. B.* (Party, &c.) at the Time of his Death, then to the Use of the said Sir *H. M. N. M.* and *J. L.* and their Heirs, until the said *J.* shall be delivered of such Child or Children, or die, (which shall first happen,) in Trust, to preserve the contingent Remainders, to any Son or Sons of the said *N. B.* (Party, &c.) whereof the said *J.* shall be *enseint* or with Child, at the Death of the said *N. B.* (Party, &c.) that shall afterwards be born alive; the Remainder to the Use of such after-born Son or Sons, severally and successively, and of the several and respective Heirs Males of the Body or Bodies of such after-born Son or Sons, according to their Priority of Birth; the Elder of such after-born Sons and the Heirs Male of his Body being always preferred, and to take before the Younger, and the Heirs Male of his or their Body or Bodies issuing; and for Want of such Issue, then to the Use and Behoof of the said *G. B. J. V.* Sir *H. M.* and *N. M.* their Executors, Administrators and Assigns, for and during the Term of 600 Years, from thence next en-

suing, and fully to be compleat and ended, without
 Impeachment of Waste, upon the Trusts, and under
 the Provisoos in that Behalf herein after mentioned, ex-
 pressed and declared concerning the same Term; and
 from and after the Expiration, or other sooner Deter-
 mination of that Estate, to the Use and Behoof of the
 said *N. B.* (Party, &c.) his Heirs and Assigns for ever;
 and it is hereby declared and agreed by and between
 all and every the Parties to these Presents, and the
 true Intent and Meaning of them and every of them,
 and of these Presents is, that the said Term of 500
 Years, so as aforesaid, limited to the Use of the said
W. J. and *F. M.* their Executors, Administrators and
 Assigns, is so limited unto them, upon the Trusts, and
 under the Provisoos herein after mentioned, declared
 and expressed, of and concerning the same, (that is to
 say,) upon Trust, and to the Intent and Purpose, that
 they the said *W. J.* and *F. M.* and the Survivor of
 them, and the Executors, Administrators and Assigns
 of such Survivor, shall and will, as soon as convenient-
 ly may be, after the Decease of the said *N. B.* (Party,
 &c.) in Case the said *J.* his Wife, shall survive him
 the said *N. B.* (Party, &c.) and that there shall be
 any Issue of the Body of the said *J.* begotten by the
 said *N. B.* (Party, &c.) living at the Time of the De-
 cease of him the said *N. B.* (Party, &c.) or born alive
 afterwards, by or out of the Rents, Issues or Profits
 of all and singular the Premisses so limited, in Use, for
 the Term of 500 Years, as aforesaid, or by leasing or
 mortgaging thereof, or of any Part thereof, or by other
 Ways or Means whatsoever, (other than by the Sale
 thereof, or of any Part thereof,) raise and levy the Sum
 of 1000 *l.* to be paid unto the said *J.* her Executors,
 Administrators and Assigns, subject to the Trusts, and
 to the Intents and Purposes herein after mentioned, that
 is to say, as to 500 *l.* Part of the said Sum of 1000 *l.* to
 the sole, proper and absolute Use of the said *J.* her Ex-
 cutors, Administrators and Assigns; and as to 500 *l.* Re-
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fidue of the said Sum of 1000*l.* to the Intent that she
 shall receive the Proceed and Interest of the said last
 mentioned Sum of 500*l.* during her Life; to her own
 Use; and from and after her Decease, the said last men-
 tioned Sum of 500*l.* to be paid and distributed to and
 amongst such Child or Children of the said *J.* by the
 said *N. B.* (Party, &c.) begotten, or to be begotten, or
 any of them as shall be living at the Time of her De-
 cease, in such Shares and Proportions, as by the said *J.*
 either by her Last Will and Testament, or by any other
 Writing, under her Hand and Seal, to be subscribed in
 the Presence of three or more credible Witnesses, shall
 in that Behalf be limited, declared or appointed; and
 for Want or upon the Failure of such Limitation, De-
 claration or Appointment as aforesaid, then the said last
 mentioned Sum of 500*l.* to be paid unto or distributed
 amongst all and every the younger Children of the Body
 of the said *J.* begotten, or to be begotten by the said
N. B. (Party, &c.) as shall be living at the Time of her
 Decease; and it is hereby further declared and agreed,
 by and between all and every the said Parties to these
 Presents, that the said Term of 500 Years, is so limited
 to or to the Use of them the said *W. J.* and *F. M.* as
 aforesaid, upon this further Trust and Confidence, and
 to the Intent and Purpose, that they the said *W. J.* and
F. M. and the Survivor of them, and the Executors,
 Administrators and Assigns of such Survivor, shall and
 will, within the Space of one Year, next after the De-
 cease of the said *N. B.* (Party, &c.) in Case the said
J. his Wife, shall survive him, and there shall be no
 Issue of the Body of the said *N. B.* (Party, &c.) begot-
 ten, or to be begotten, on the Body of the said *J.* which
 shall be living at the Time of the Decease of the said
N. B. (Party, &c.) or which shall be born alive af-
 ter his Death, by and out of the Rents, Issues, Pro-
 fits and Fines, of all and singular the Premises so li-
 mited in Use to them for the Term of 500 Years as
 aforesaid, or by Lease, Sale or Mortgaging thereof,

or of any Part thereof, or by any other Ways or Means whatsoever, raise and levy the Sum of 2500*l.* of, &c. to be paid unto the said *J.* her Executors, Administrators and Assigns, to the proper and only Use of her the said *J. B.* her Executors, Administrators and Assigns; and the said Term of 500 Years herein and hereby limited in Use as aforesaid, shall be upon this further Trust and Confidence, that in Case the said *N. B.* (Party, &c.) shall have Issue by the said *J.* one Son, and also one or more other Child or Children, that the said *W. J.* and *F.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may, by and with the Consent of the said *N. B.* (Party, &c.) if living, otherwise without such Consent, by leasing or mortgaging of all and singular the Premises, in the said Term of 500 Years comprized, or any Part thereof, or by or out of the Rents, Profits and Fines thereof, or of any Part thereof, for all or any Part of the said Term of 500 Years, or by any other Ways or Means, (except only by Sale thereof,) as to them, or the Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet and convenient, levy and raise the Sum of 1000*l.* for the Portion of the Daughter or younger Child of the said *N. B.* (Party, &c.) on the Body of the said *J.* his Wife, to be begotten, in Case the said *N. B.* (Party, &c.) shall depart this Life, leaving Issue by the said *J.* his Wife, only one Son and one other Child, either born in his Life-Time or after his Decease; and in Case the said *N. B.* (Party, &c.) shall depart this Life, leaving Issue by the said *J.* his Wife, one Son, and also two or more Children, either born in the Life-Time of the said *N. B.* (Party, &c.) or after his Decease, then in Trust to raise the Sum of 2000*l.* for the Portion or Portions of any Child or Children of the said *N. B.* (Party, &c.) on the Body of the said *J.* his Wife, to be begotten, (other than their eldest or only Son,) equally to be divided betwixt and amongst them, if more than one; and with
and

and subject to such further Declarations, Limitations, Restrictions and Agreements, as are herein afterwards expressed concerning the aforesaid Portion or Portions, and the Maintenance of such Children as aforesaid, or otherwise concerning this Term of 500 Years: Provided always, that from and after such Time, that all the Trust herein mentioned concerning the said Term of 500 Years, shall be fully performed, and likewise the said Trustees and their respective Executors, Administrators and Assigns, shall be fully reimbursed all such Charges, which they or any of them shall expend or be put unto, in Relation to the same Trust; that then and from thenceforth the said Term of 500 Years shall cease, determine and be utterly void; and as for and concerning the said Term of 600 Years, herein before limited, to the Use of the said *G. B. J. W. H. M.* and *N. M.* as aforesaid, it is declared and agreed by and between all and every the said Parties to these Presents, and the true Intent and Meaning of them and every of them, and of these Presents, is, that the said Term of 600 Years so limited to them the said *G. B. & al.*, is upon the Trust, and under the Proviso herein after declared and expressed, of and concerning the same, (that is to say,) upon the Trust, and to the Intent and Purpose, that they the said *G. B. &c.* the Survivors and Survivor of them, and the Executors, Administrators or Assigns of such Survivor, shall and may, from and after the several Deceases of the said *N. B.* (Party, &c.) and *J.* his Wife, in Case the said *N. B.* (Party, &c.) shall, &c.

Penalty 500 *l.*

Part of
Esq; B.'s
Settlement.

Special Condition.

The Condition, &c. That if *R. W.* the now Wife of *R. W.* the abovenamed *J. W.* Clerk, do and shall survive him *J. W. Clerk.* the said *J. W.* Clerk, then if the abovesaid *J. W.* his Heirs, Executors or Administrators, or any of them, do

do and shall yearly and every Year, from and after the Death of the said *J. W.* Clerk, for and during the natural Life of the said *R. W.* pay or cause to be paid unto the said *R. W.* the yearly Annuity or Sum of 20*l.* of lawful Money of *Great Britain*, at the four most usual Feasts or Days of Payment in the Year, (that is to say, &c.) by even and equal Portions, the first Payment thereof to be made at or upon such of the said Feasts, or Days of Payment, which shall first happen after the Death of the said *J. W.* Clerk; then this Obligation to be void and of none Effect: But if Default shall happen to be made of or in Payment of the said yearly Sum of 20*l.* quarterly, upon any of the said Feasts or Days of Payment, on which the same is made payable, or ought to be paid, as aforesaid; then this Obligation is to remain, and be in full Force and Virtue.

A Consideration in a Marriage Settlement.

(16.) **T**HIS Indenture, &c. between, &c. witnesseth, that *A. H.* and *his Lady*, as well in Consideration of a Marriage already had and solemnized between the said *A. H.* and the said *Lady E.* as of the Sum of 5000*l.* of, &c. now in Hand paid by the said *J. Earl of B.* to the said *A. H.* and of the further Sum of 5000*l.* of like lawful Money secured to be paid to the said *A. H.* after the Death of the said *Earl of B.* which said Sums of 5000*l.* and 5000*l.* so paid and secured, amount to the Sum of 10000*l.* the Portion of the said *Lady E.* the Payment and Security whereof the said *A. H.* doth hereby acknowledge, and doth accept the same, in full of the Portion provided for the said *Lady E.* by the Marriage Settlement of the said *Earl of B.* made on his Marriage with the Right Honourable *Lady L.* Daughter of the Most Noble *C. Duke of R.* deceased, and thereof, and of

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of and from every Part and Parcel thereof, and of all other Portions and Provisions made for the said Lady *E. H.* he the said *A. H.* doth hereby acquit, release and for ever discharge the said *J.* Earl of *B.* his Heirs, Executors and Administrators, and all Lands, Tenements and Hereditaments, tied and liable to the Payment thereof, except the Lands tied and liable to pay the said Sum of 5000 *l.* secured as aforesaid, and for settling a Jointure for the better Support and Livelihood of the said Lady *E. H.* in full Bar of her Dower; and for settling and assuring the Messuages, Lands, Tenements and Hereditaments, herein after mentioned to be granted and released, in the Name, Blood and Family of the said *A. H.* subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, declared and expressed; and for and in Consideration of the Sum of 103. of, &c. to the said *A. H.* in Hand paid by the said *W.* Lord *C.* and *J. H.* at and before the Enfealing and Delivery hereof, the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations him hereunto especially moving, he the said *A. H.* hath granted, bargained, sold, aliened, released and confirmed, &c.

A Settlement of Lands, where Part of the Purchase Money was paid by a Papist, and secured on the Estate.

THIS Indenture quinquepartite, made the nineteenth Day of September, in the Year of our Lord Christ 1728, between *W. B.* Citizen and Merchant Taylor of *L.* and *J. C.* of the Parish of *St. J. W.* in the County of *M.* Esq; of the first Part, *E. B.* of the same Place, Gent. of the second Part, and *S. S.* of *B.* in the County of *K.* Widow, of the third Part, *J. M.* of *C.* in the County of *K.* Shipwright, and *M.* his Wife, and *A. S.* of

of the same Place, Spinster, which said *M.* and *A.* are the only Children of the said *S. S.* of the fourth Part, and *T. R.* of *L. Gent.* of the fifth Part: Whereas the said *A. S.* by Articles of Agreement, dated, &c. among other Things therein mentioned, did covenant and agree to settle and give to her said Daughter *M.* now Wife of the said *J. M.* the Sum of 4000*l.* for her Marriage Portion, which by the said *J. M.* and *M.* his Wife, is agreed to be laid out in the Purchase of Lands, to be settled, as is herein after expressed. And whereas *J. C.* being seised of a Messuage, and certain Copyhold Lands, Freehold Lands, in the County of *D.* of the yearly Value of 350*l.* the said *J. M.* and *M.* his Wife, with the Approbation of the said *S. S.* did agree that the said 4000*l.* might be laid out in the Purchase of the said *J. C.*'s Estate; but the annual Value of the said Lands being 350*l.* and the Purchase amounting to 7000*l.* the said *J. M.* did desire the said *S. S.* to lend the Sum of 3000*l.* to compleat the said Purchase, and pay the Fines for Copyhold Lands, and other Charges, and for securing thereof, did agree to secure to the said *S. S.* the said Sum of 3000*l.* on the said purchased Lands: And whereas, pursuant to the said Agreement, in Consideration of the Sum of 7000*l.* the said *J. C.* and *M.* his Wife, by Indentures of Lease and Release, bearing Date the 16th and 17th Days of this instant *September*, and by Fine levied pursuant to the Covenants in the said Release contained, did grant and convey the several Freehold Lands, Tenements and Hereditaments herein after mentioned to the said *W. B.* and *J. C.* and their Heirs, which said Conveyance was to them made, in Trust only that they should settle and assure the same to the several Uses herein mentioned and expressed: Now this Indenture witnesseth, that in Pursuance of the said Trust, and for and in Consideration of 10*s.* of lawful Money of *Great Britain*, by the said *E. B.* to the said *W. B.* and *J. C.* in Hand respectively paid, at and before the Ensealing and Delivery of these Presents, the Receipt whereof

whereof is hereby acknowledged, and for the settling and assuring the said Lands, Tenements and Hereditaments, to the several Uses, Intents and Purposes, and subject to the Provisoos, Limitations and Agreements herein after expressed, and for divers other good and valuable Considerations hereunto especially moving, they the said *W. B.* and *J. C.* by the Directions and Appointment, and at the Request of the said *S. S. J. M.* and *M.* his Wife, testified by their being Parties to, and signing and sealing these Presents, have, and each of them hath, bargained, sold, aliened, released, and confirmed, and by these Presents do, and each of them doth, fully, clearly and absolutely bargain, sell, alien, release and confirm unto the said *E. B.* in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made for one Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring Uses into Possession, and to his Heirs and Assigns, all those, &c. and all the Houses, Edifices, Buildings, Barns, Stables, Hedges, Ditches, Trees, and the Ground and Soil thereof, Fences, Free-bonds, Mounds, Woods, Underwoods, Ways, Waters, Water-courses, Commons and Common of Pasture, Fishings, Profits, Commodities, Emoluments, Hereditaments and Appurtenances to the said, &c. belonging, or in any wise appertaining, or accepted, reputed, deemed, taken, known, let, or used as Part or Parcel of them, or any of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand of them the said *J. C.* and *M.* his Wife, of, in and to the same, together with all Deeds, Evidences, Muniments and Writings, now in the Possession of *J. C.* and *M.* his Wife, or any other in Trust for them, or by their or either of their Delivery, and which they can come by without Suit in Law or Equity; To have and to hold the said Lands, Tenements,

Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, the said *E. B.* his Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoes, Limitations and Agreements herein after mentioned, declared and expressed, that is to say, to the Use and Behoof of the said *T. R.* his Executors, Administrators and Assigns, for and during, and unto the full End and Term of ninety-nine Years, to commence from the twenty-fourth of *June* now last past, and fully to be compleat and ended, without Impeachment of Waste, on such Trust and Confidences, and to such Ends, Intents and Purposes, as are herein after mentioned, declared and expressed touching the said Term and Estate of ninety-nine Years, and from and after the End, Expiration, or other sooner Determination of the said Term of ninety-nine Years, then to the Use and Behoof of the said *J. M.* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, and from and after his Decease, then to the Use and Behoof of *M.* the Wife of the said *J. M.* for and during the Term of her natural Life, without Impeachment of Waste; and after the Determination of the said Estate, then to the Use and Behoof of the said *W. B.* and *J. C.* their Heirs and Assigns, during the natural Lives of the said *J. M.* and *M.* his Wife, and the Survivor of them, upon Trust only to preserve the contingent Uses and Estates, herein after limited, from being barred and destroyed; yet so as to permit and suffer the said *J. M.* and *M.* his Wife, and the Survivor of them, during their respective Lives, to receive and take the Rents, Issues and Profits of the said Premises, to their Uses respectively; and from and after the Decease of the said *J. M.* and *M.* his Wife, and the Decease of the Survivor of them, then to the Use and Behoof of *P. M.* eldest Son and Heir apparent of the said *J. M.* and the Heirs Males of the Body of the said *P. M.* lawfully issuing; and for Want of such Issue,

to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all and every other the Son and Sons of the Body of the said *M. M.* lawfully to be begotten, and the Heirs Male of the respective Body and Bodies of such second, third, fourth, fifth, sixth, seventh, and other Sons lawfully issuing; the eldest of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, being always preferred to take before the younger of such Son and Sons, and the Heirs Male of his and their respective Body and Bodies issuing, according to their Priority of Birth, and Seniority of Age; and for Want of such Issue, to the Use of the Daughter and Daughters, on the Body of the said *M. M.* lawfully to be begotten, and the Heirs of the Body or Bodies of such Daughters lawfully issuing; they if more than one, to take Share and Share alike, as Tenants in Common, and not as Joint-Tenants; and for Want of such Issue, to the Use and Behoof of the said *A. S.* youngest Daughter of the said *S. S.* for and during the Term of her natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use and Behoof of the said *W. B.* and *J. C.* and their Heirs, during the natural Life of the said *A. S.* upon Trust only to preserve the contingent Uses and Estates herein after limited from being barred or destroyed; yet so as to permit and suffer the said *A. S.* and her Assigns, to receive the Rents and Profits of the said Premises to her own Use, during the Term of her natural Life; and from and after her Decease, to the Use and Behoof of the first Son of the Body of the said *A. S.* lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and for Want of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all other the Son and Sons of the Body of the said *A. S.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of such second, third, fourth, fifth, sixth, seventh, and other Sons lawfully issuing; the Elder of such Son and Sons, and the

Heirs Male of his and their respective Bodies issuing, being always to be preferred, and to take before the younger of such Son and Sons, and the Heirs Male of their respective Bodies issuing, according to the Priority of Birth, and Seniority of Age; and for Want of such Issue, to the Use and Behoof of the Daughter and Daughters of the Body of the said *A. S.* lawfully to be begotten, and the Heirs of the Body of such Daughter or Daughters, lawfully issuing; they, if more than one, to take Share and Share alike, as Tenants in Common, and not as Joint-Tenants; and for Want of such Issue, to the Use and Behoof of such Person and Persons, and to such Uses, Estates, Intents and Purposes, as the said *S. S.* shall by any Deed or Writing, or by her Last Will and Testament in Writing, attested by two or more credible Witnesses, direct or appoint; and for Want of such Direction or Appointment, to the Use of the said *S. S.* her Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever; and as to, for and touching the said Term of ninety-nine Years, so limited to the said *T. R.* his Executors, Administrators and Assigns, as aforesaid, it is hereby declared and agreed by and between the said Parties, that the same is so limited on the Trusts and Confidences, and to the Ends, Intents and Purposes herein after mentioned and declared, that is to say, upon Trust, to secure the said Sum of 3000*l.* so lent and advanced by the said *S. S.* as aforesaid, and the Interest thereof, and for Re-payment of the same, in such Manner as is herein after expressed; (that is to say,) upon Trust, that the said *T. R.* his Executors, Administrators and Assigns, shall from Time to Time, during the natural Life of the said *S. S.* by and out of the Rents, Issues and Profits of the said Premises, raise and pay the Sum of 150*l.* yearly, being the Interest and Proceed of the said 3000*l.* to such Person and Persons, as the said *S. S.* shall, by any Writing signed by her, direct and appoint the same to be paid half-yearly, at

at *Lady-day* and *Michaelmas*; the first Payment to begin upon *Lady Day* next, and upon this further Trust, after the Decease of the said *S. S.* and not before, by and out of the Rents, Issues and Profits of the said Premises, or by Mortgage, or otherwise, raise the said Sum of 3000*l.* and pay the same to such Person and Persons, and for such Uses, Intents and Purposes, as the said *S. S.* shall by her Last Will direct or appoint; and for Want of such Directions and Appointment, after Payment of the said *T. R.*'s Charges and Expences, occasioned by the Trust hereby reposed in him, upon Trust, that the said Term and Estate shall wait upon the Freehold and Inheritance of the said Premises; any Thing herein before contained to the Contrary thereof in any wise notwithstanding: Provided always, and it is hereby declared and agreed, by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *J. M.* and *M.* his Wife, and *A. S.* as they shall respectively and actually come into Possession of the said Premises, from Time to Time, during their respective natural Lives, by any Deed or Deeds, Writing or Writings, to make any Lease or Leases of the said Premises, or any Part thereof, to any Person or Persons, for any Term or Number of Years not exceeding 21 Years, in Possession, and not in Reversion, or upon a Day to come; so as upon every such Lease or Leases there be reserved or made payable, during the Continuance thereof, the best and most improved Rent and Rents, as can reasonably be gotten for the Premises so to be leased, at the Time of Making such Lease and Leases; and so as the same be not made without Impeachment of Waste by any express Words; and so as the Lessee or Lessees, to whom such Lease or Leases shall be made, do execute Counter-parts of such Lease and Leases; any Thing before contained to the Contrary thereof in any wise notwithstanding: And whereas in and by the said recited Indenture of Release, whereby the said Premises, hereby granted and released, were conveyed

veyed to the said *W. B.* and *J. C.* and their Heirs, on the Trusts aforesaid, the said *J. C.* did covenant to and with the said *W. B.* and *J. C.* and their Heirs, that he the said *J. C.* and *M.* his Wife, should and would at the Request, Costs and Charges of the said *W. B.* and *J. C.* and their Heirs, by Surrender or Common Recovery, according to the Custom of the Manor of, &c. convey to the said *W. B.* and *J. C.* and their Heirs, or to such Person and Persons, and to such Uses, Trusts, Intents and Purposes, as the said *W. B.* and *J. C.* and the Survivor of them, and his Heirs, should appoint all and every the Copyhold Messuages, Lands, Tenements and Hereditaments in the said Indenture of Release plainly mentioned, expressed, abutted and described: Now this Indenture further witnesseth, that they the said *W. B.* and *J. C.* do by these Presents direct and appoint the said *J. C.* and *M.* his Wife, by Surrender and Common Recovery, according to the Custom of the said Manor, or otherwise as Counsel shall advise, to surrender, settle and assure all and every the said Copyhold Messuages, Lands, Tenements and Hereditaments, to the Use of the said *T. R.* for ninety-nine Years, in Trust for the better securing the said Sum of 3000*l.* and the Interest thereof, in such Manner and Form as is herein before mentioned and expressed; and after the Determination of the said Term of ninety-nine Years, to the Use of the said *J. M.* and *M.* his Wife, for their natural Lives, and the Life of the longest Liver of them, Remainder to the first and other Sons of the Body of the said *M.* in Tail Male, respectively, Remainder to the Daughter or Daughters of the said *M.* in Tail general, Remainder to the said *A. S.* for the Life, Remainder to her first and other Sons in Tail Male, Remainder to the Daughter and Daughters of the said *A. S.* in Tail general; and for Want of such Issue, to the Use of such Person and Persons as the said *S. S.* shall by her Last Will and Testament direct and appoint; and for Want of such Direction and Appointment, to the Use of the said

said S. S. her Heirs and Assigns for ever, and to and for no other Use, Intent, or Purpose, whatsoever or howsoever. *In Witness, &c.*

SURRENDER.

A Surrender of a Trust, and a Release of all Claims.

TO all People to whom these Presents shall come, (1.)
 I *A. B.* of, &c. send Greeting: Whereas in and by one Indenture of Lease, bearing Date, &c. [*Recite a Lease from and to the said A. B.*] Now know ye, that I the said *A. B.* do declare, that my Name was only used in Trust for the Use, Benefit and Behoof of *C. D.* of, &c. Gent. his Executors and Administrators: And further know ye, that I the said *A. B.* in Discharge of the Trust in me reposed, and at the Request of the said *C. D.* have remised, released, surrendered, assigned and set over, and by these Presents, do for me, my Executors and Administrators, freely and absolutely remise, release, surrender, assign and set over unto the said *C. D.* his Executors and Assigns, all the Estate, Right, Title, Interest, Use, Trust, Benefit, Claim and Demand whatsoever, which I the said *A. B.* now have, or which I, my Executors or Administrators, shall or may have or claim into the said Premises, or of or in any Sum or Sums of Money, or other Matter or Thing whatsoever, in the said Indenture contained, mentioned and expressed; so that neither I the said *A. B.* my Executors or Administrators, or any of us, at any Time hereafter, shall or will ask, claim, challenge or demand any Interest, Use, Benefit, Trust, Privilege or other Thing,
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in any Manner whatsoever, by Reason or Means of the said Indenture, or any Covenant therein contained, but thereof and therefrom, and from all Actions, Suits and Demands, which I, my Executors or Assigns may have concerning the same, shall be utterly excluded, and for ever debarred by these Presents. *In Witness* whereof, I the said *A. B.* have hereunto set my Hand and Seal, &c.

A Surrender to be endorsed.

- (2.) **T**O all to whom these Presents shall come, the within named *J. M.* and *B. P.* send Greeting: Whereas by Indenture of Lease and Release, dated respectively the twenty-second and twenty-third Days of *October*, and in the Year, &c. the Release being quadripartite, and made between *R. S.* of, &c. in the County of *G.* and *E. S.* his Son and Heir apparent, of the first Part, *N. N.* of, &c. of the second Part, *H. R.* and *S. E.* of the third Part, and *W. V.* of the fourth Part, all that, &c. called, &c. in *B.* in the County of *W.* was granted and conveyed to the said *H. R.* and *S. E.* to make them Tenants to the *Præcipe*, in order to suffer a Common Recovery, which was accordingly suffered, and is thereby declared to be to the Use of the said *W. V.* for 500 Years; Remainder to the said *R. S.* and *E. S.* their Heirs and Assigns for ever: And whereas by Indenture dated the thirtieth Day of *June Anno Domini*, &c. the said *W. V.* by Direction of the said *R.* and *E. S.* did assign the said Term of 500 Years to the said *J. M.* and *B. P.* who was only a nominal Trustee for the said *J. M.* redeemable on Payment of 200 *l.* and Interest: And whereas on the Marriage of the said *E. S.* with *E. S.* one of the Daughters of *M. S.* and *W.* it was agreed, that the said Mortgage Debt should be paid

paid out of the said *E. S.*'s Fortune, and that on Payment thereof, the said Mortgage Term should be surrendered: And whereas the said Mortgage is paid off by the said *M. S.* and the Reversion expectant on the said Term, is now vested in the said *E. S.* Now know ye, that the said *J. M.* and by his Direction, the said *B. P.* have surrendered and yielded up, and by these Presents do surrender and yield up to the said *E. S.* the said Term of 500 Years, and all the within assigned Premises, and all their Estate, Right, Title, Interest, Term and Terms of Years, of and in the said Premises; and the said *J. M.* and *B. P.* for themselves severally, and not jointly, do covenant with the said *E. S.* that they have no ways incumbered the within assigned Premises, or any Part thereof. *In Witness* whereof the said *J. M.* and *B. P.* have hereunto set their Hand and Seals, the seventh Day of July in the fifth Year of the Reign, &c. and in the Year of our Lord, &c.

A Surrender of a Mortgage Term.

THIS Indenture made, &c. between, &c. [*Recite* (3.) *the Mortgage over the Proviso; then recite the Assignment,*] as in and by the said recited Indenture of Mortgage and Assignment thereof, Relation being to them respectively had, may appear: Now this Indenture witnesseth, that the said *A. B.* by the Direction of the said, &c. testified, &c. hath assigned and surrendered, and by these Presents, by and with the Consent of the said *J. W.* testified as aforesaid, doth assign and surrender unto the said *A. B.* all his Estate, Right, Title and Interest, of, in and to all that the Manor, &c. and all Messuages, &c. with the Rights, Members and Appurtenances; and the Reversion and Reversions thereof, and all Rents thereupon reserved; To have and to hold the said Manor, Messu-

age, &c. with their Rights, Members and Appurtenances thereof, and of every Part and Parcel thereof, unto the said *A. B.* and his Heirs, for and during all such Estate and Term, as he the said *J. W.* hath or ought to have therein or thereunto. [*Covenant from the Assignee to the Mortgagor, that he hath done no Act to Incumber the Premises.*] *In Witness, &c.*

A Surrender of a Term of sixty Years, which was created for securing an Annuity to a Person, who being Dead, and the Estate sold, it is agreed the same Term shall be surrendered, in Order to be extinguished, pursuant to the Direction of the Deed by which it was created.

- (4.) **T**HIS Indenture quadripartite, made, &c. between *J. R.* of, &c. and *K.* his Wife, of the first Part, *M. K.* Spinster, only surviving Daughter of the said *J.* and *K. R.* of the second Part, *G. H.* of, &c. who intermarried with *E. R.* lately deceased, who was the other Daughter of the said *J. R.* and *K.* his Wife, of the third Part, and *H. H.* of, &c. Executor of the Last Will and Testament of *R. H.* &c. of the fourth Part: Whereas by Indenture of Settlement of seven Parts, dated, &c. and made between the said *J. R.* of the first Part, *K. R.* by her then Maiden Name and Addition of *K. S.* of, &c. Spinster, one of the Daughters and Co-heirs of *G. S.* late of, &c. deceased, *M. S.* of, &c. Widow and Relict of the said *G. S.* deceased, and Mother of the said *K. S.* of the second Part, *E. E.* of, &c. and *J. C.* of, &c. of the third Part, *R. H.* of the fourth Part, *W. P.* of, &c. and *J. M.* of, &c. of the fifth Part, *W. E.* &c. and *J. C.* of the sixth Part, and *T. A.* of, &c. of the seventh Part; and by Fine thereupon, pursuant to the Covenants in the said Indenture contained, all that, &c. were, amongst other

other Lands in the said Indenture mentioned, limited in Use to the said *R. H.* his Executors, &c. for the Term of sixty Years, Remainder to the said *J. R.* for his Life, with divers Remainders over; and thereby the said Term of sixty Years is declared to be in Trust for the better securing an Annuity or yearly Rent-Charge of, &c. to the said *M. S.* for her Life, to be issuing and going out of all the said Moiety and other Parts of the said Manor, Messuages, &c. Tithes and Hereditaments in the said County of, &c. and from and after the Death of the said *M. S.* and full Payment made of the said Annuity or yearly Rent-Charge, and all Arrears thereof, then upon further Trust, that he the said *R. H.* his Executors, Administrators and Assigns, should surrender the said Term of 60 Years, so and in such Manner as the same might be merged, drowned and extinguished, as in and by the said recited Indenture, Relation, &c. may appear: And whereas the said *M. S.* is dead, and whereas the said *R. H.* afterwards Sir *R. H.* is departed this Life, having first made his Last Will and Testament in Writing, and the said *H. H.* his Executor, who duly proved the said Will in the Prerogative Court of *C.* whereby the said *H. H.* became legally possessed of the said Premises, for the Residue of the said Term of sixty Years, on the Trust aforesaid: And whereas the said *J. R.* had Issue by the said *K.* two Daughters only, viz. the said *M. R.* and *E.* who intermarried with the said *G. H.* and is since dead: And whereas the said *E. G.* of, &c. and *H. B.* of, &c. have contracted and agreed for the absolute Purchase of the said Premises, for the Sum of, &c. And whereas it is agreed that the said Term of sixty Years shall be surrendered, in order to extinguish the same: Now this Indenture witnesseth, that in Order to extinguish the said Term of sixty Years, and for the Consideration aforesaid, and in Consideration of the Sum of 10*s.* of, &c. to the said *H. H.* in Hand well and truly paid by the said *J. R.* at or before the Ensealing and Delivery of these Presents, the Re-

ceipt, &c. and for divers other good Causes and Considerations him hereunto moving, he the said *H. H.* hath surrendered and yielded up, and by these Presents, by the Direction of the said *J. R.* and *K.* his Wife, *M. R.* and *G. H.* testified by their being made Parties to, and signing and sealing these Presents, doth surrender and yield up unto the said *J. R.* all that the said Moiety, &c. and all and singular the Premises in and by the said recited Indenture limited to the said *R. H.* for the Term of sixty Years, and since vested in the said *H. H.* for the Residue of the said Term, with their and every of their Appurtenances; and all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, of him the said *H. H.* in and to the said Premises hereby surrendered or intended so to be, and every Part and Parcel thereof; and the said *H. H.* for himself, his Executors and Administrators, doth covenant, promise, grant and agree, to and with the said *J. R.* his Executors and Administrators by these Presents, that he the said *H. H.* hath not at any Time heretofore done or committed any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Moiety or half Part of the said Messuages, Lands and Premises herein before mentioned, to be hereby surrendered, or any Part thereof, is, are, or may be impeached or incumbered, in Title, Charge, Estate, or otherwise howsoever. *In Witness, &c.*

A Surrender of a Lease to a Dean and Chapter, upon Condition to grant a new Lease.

- (5.) **T**HIS Indenture made, &c. between *L. N.* of, &c. of the one Part, and *R. L.* of, &c. Dean of, &c. and the Chapter of the same Church, of the other Part: Whereas in and by one Indenture bearing Date, &c.

Ec. and made, *Ec.* between *W. A.* of, *Ec.* of the one Part, and *R. G.* of, *Ec.* of the other Part, the said *W. A.* did, for the Consideration therein mentioned, grant and to farm let unto the said *R. G.* all that Messuage, *Ec.* situate, *Ec.* and then, or late in the Tenure or Occupation of, *Ec.* To hold the same unto the said *R. G.* his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture, for the Term of ninety-nine Years, fully to be compleat and ended, if, *Ec.* should so long live, at and under the yearly Rent of, *Ec.* as in and by the said recited Indenture, Relation being thereunto had, more at large may appear: And whereas the said Messuage, or Tenement and Premises, are since, by mean Assignments, legally come to and vested in the said *A. N.* for the Remainder of the said Term of ninety-nine Years above recited, which is now to come and unexpired: Now this Indenture witnesseth, that the said *A. N.* for and in Consideration and to the Intent and Purpose that the said Dean and Chapter, or their Successors, shall and will before the, *Ec.* Day of, *Ec.* next ensuing the Date of these Presents, demise, grant, and to Farm let unto the said *A. N.* his Heirs and Assigns, all and singular the above mentioned Premises with the Appurtenances; To have and to hold the same Premises unto the said *A. N.* his Heirs and Assigns, for and during the natural Lives of him the said *A. N.* and, *Ec.* and the Life of the longer Liver of them, hath surrendered and yielded up, and by these Presents doth surrender and yield up unto the said Dean and Chapter, the above recited Indenture of Lease of the Premises, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, which the said *A. N.* now hath, in or to the Premises, or in or to any Part or Parcel thereof, by Virtue of the said Indenture of Lease, and any Assignment or Assignments thereof whatsoever: Provided always, and upon Condition nevertheless, that if the said Dean and Chapter, or their Successors, shall not before the said, *Ec.* next ensuing the Date hereof,

make

Surrender.

make and execute a good and sufficient Lease in the Law, of all and singular the Premises above mentioned, unto the said *A. N.* and, &c. as is before expressed, according to the true Intent and Meaning of these Presents, then this Surrender to be utterly void, and of none Effect; any Thing herein before contained to the Contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Surrender of a Lease for Life of Church Lands to the Bishop.

- (6.) **T**O all People, &c. *B. M.* of, &c. sendeth Greeting: Whereas I the said *B. M.* am at this present lawfully and sole seized, for the Term of my natural Life, of and in all that Messuage or Tenement, with the Appurtenances, now in the Tenure or Occupation of, &c. situate, &c. by Virtue of one Indenture of Lease, bearing Date, &c. thereof, made and granted by the Right Reverend Father in God *J.* late Bishop of, &c. unto me the said *B. M.* and to *R.* my then Wife, and now deceased, and to *B. M.* the younger, then my Son, and now also deceased, for the Term of our Lives, and the Life of the longer Liver of us; and whereas the said Reversion of all and singular the said Premises doth belong and appertain to the Right Reverend Father in God *S.* by Divine Permission, now Lord Bishop of, &c. and his Successors: Now know ye, that I the said *B. M.* for divers good Causes and Considerations me hereunto moving, have surrendered and yielded up, and by these Presents do fully, freely and absolutely surrender and yield up unto the said *S.* Lord Bishop of, &c. and his Successors, as well the said Messuages or Tenements, and other the Premises, with the Appurtenances, as also all my Estate for the Term of my natural Life, of
and

and in the same; together with the said Indenture, and all my Right, Title and Interest, of and in all and singular the Premises, with the Appurtenances; To have and to hold the said Messuage or Tenements and Premises, with the Appurtenances, unto the said S. Lord Bishop of, &c. and his Successors, from henceforth for ever. *In Witness* whereof, I the said B. M. have hereunto set my Hand and Seal, this first Day of *May*, in the Year of our Lord God one Thousand seven Hundred twenty and one, and in the eighth Year of the Reign of our Sovereign Lord George, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c.

A Surrender of a Messuage and Lands, held for ninety-nine Years, to the next in Reversion, and his Heirs.

TO all People, &c. *A. B.* of, &c. sendeth Greeting: (7.) Whereas the said *A. B.* is possessed of and interested in one Messuage or Tenement, lying and being in, &c. for the Remainder of a Term of ninety-nine Years, determinable on the Deaths of him the said *A. B.* and *C. D.* of, &c. the Reversion whereof doth belong to *F. F.* of, &c. Esq; Now know ye, that the said *A. B.* for and in Consideration of the Sum of, &c. to him in Hand paid by the said *F. F.* the Receipt whereof the said *A. B.* doth hereby confess and acknowledge, he the said *A. B.* hath surrendered and yielded up, and by these Presents doth surrender and yield up unto the said *F. F.* his Heirs and Assigns for ever, the said Messuage or Tenement and Premises above mentioned; and all the Estate, Right, Title, Interest, Property, Profit, Claim and Demand whatsoever of him the said *A. B.* of, in and to the same. *In Witness*, &c.

A

*A Surrender of Lands, held by Chattel Lease, to him
next in Remainder.*

- (8.) **T**O all People, &c. *A. H.* of, &c. sendeth Greeting: Whereas the said *A. H.* by Virtue of one Indenture of Lease, bearing Date, &c. granted by, &c. stands possessed of, and interested in all that Messuage or Tenement, with the Appurtenances, situate, &c. and of and in all those Closes, &c. to the said Messuage or Tenement belonging or appertaining for the Remainder of a certain Term of ninety-nine Years, determinable on the Death of the said *A. H.* as by the said Lease may appear. Now know ye, that the said *A. H.* for and in Consideration of the Sum of, &c. to her in Hand paid by *W. S.* of, &c. at and before the Ensealing and Delivery of these Presents, the Receipt whereof she the said *A. H.* doth hereby acknowledge, she the said *A. H.* hath granted, bargained, sold, surrendered, yielded up, and for ever quit-claimed, and by these Presents doth grant, bargain, sell, surrender, yield up, and for ever quit-claim unto the said *W. S.* (to whom the Reversion and Inheritance of the said Premises doth belong and appertain) and to his Heirs and Assigns for ever, all and singular the said Messuage, Tenement, Closes, Lands, Hereditaments and Premises above mentioned, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Benefit, Property, Claim and Demand whatsoever, as well in Law as Equity, of her the said *A. H.* of, in and to the said Messuage, Tenement and Premises, with the Appurtenances; so that neither she the said *A. H.* her Executors, Administrators or Assigns, or any of them, shall or may have, claim, challenge or demand the said Premises, or any Part or Parcel thereof, but shall and will at all Times hereafter, of and from all and every Action, Right, Title or Interest of, for and concerning the

the said Premises, and every Part thereof, be barred, and for ever excluded by these Presents; and the said *A. H.* for herself, her Executors, Administrators and Assigns, doth covenant and grant to and with the said *W. S.* his Heirs and Assigns, that he the said *W. S.* his Heirs and Assigns, shall and may at all Times hereafter peaceably and quietly enter into, have, hold and enjoy all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Suit, Trouble, Molestation, Interruption or Hindrance, or Denial of her the said *A. H.* her Executors, Administrators or Assigns, or of any other Person or Persons, claiming or to claim, by, from or under her. *In Witness* whereof the said *A. H.* hath hereunto set her Hand and Seal, the ninth Day of *November*, in the tenth Year of our Sovereign, &c. and in the Year of our Lord God one Thousand seven Hundred twenty and three.

A Separate Covenant.

And the said Sir *W. P.* and *W. E.* for themselves severally and not jointly, nor the one of them for the other, or for the Acts or Deeds of the other; but each of them for himself only, and for his own Acts, Executors and Administrators only, do severally covenant, promise and grant to and with the said, &c.

A Surrender and Release of a Term of 1000 Years to Persons who are seised of the Inheritance, in Order to extinguish the same.

- (9.) **W**HEREAS the within named *J. H.* is dead, having in his Life-time made his Last Will and Testament, bearing Date, &c. and thereof constituted and appointed Sir *R. H.* Knight, Alderman of the City of *L.* *J. R.* Esq; and *J. H.* Gent. his Executors: And whereas the said *J. R.* having renounced his Executorship, the said Sir *R. H.* and *J. H.* have proved the said Will of the said *J. H.* in the Prerogative Court of *C.* and took upon themselves the Burthen and Execution thereof; and whereas there is due and owing for Principal and Interest, on the within written Security, to the Day of the Date of these Presents, the Sum of, &c. Now know ye, that for and in Consideration of the Sum of, &c. lawful Money of *Great Britain*, to the said Sir *R. H.* and *J. H.* or one of them, in Hand paid by *N. R.* of, &c. Esq; and *W. N.* of, &c. Esq; by the Appointment of the within named Sir *T. W.* the Receipt whereof the said Sir *R. H.* and *J. H.* do hereby respectively acknowledge, they the said Sir *R. H.* and *J. H.* have, and each of them hath, surrendered, released and yielded up, and by these Presents do, and each of them doth, at the Request, and by the Direction of the said Sir *T. W.* testified by his Signing and Sealing these Presents, surrender, release, and yield up unto the said *N. R.* and *W. N.* their Heirs and Assigns, being in the actual Possession of, and seised of the Reversion and Inheritance thereof, all that the Manor or Lordship, Capital Messuage, Messuages, Park or reputed Park, Lands, Tenements and Hereditaments, in and by the within written Indenture, granted and demised to the said *J. H.* for the within mentioned Term of 1000 Years, and all the Estate, Right, Title, Interest, Claim and Demand

*And
whereas
the said
J. R. hath
declined
to act in
the said
Executor-
ship, and
hath not
proved the
said Will.*

*And the
said Sir
R. H. and
J. H. have
proved the
same in the,
&c.*

*If he had
renounced,
then as it
was first
drawn.*

*If declined,
as in the
Margin.*

mand of the said Sir R. H. and J. H. in and to the said Premises, together with the within written Indenture; to the Intent and Purpose, that the said Term and Estate of 1000 Years, in and by the within written Indenture granted, may be merged and absolutely extinguished. *In Witness, &c.* Sir R. H. J. H. and Sir T. W. have, &c.

A Surrender and Re-assignment by Indorsement.

WHEREAS the within named H. H. being by (10.) Bond indebted to the within named J. B. in the penal Sum of 100 l. conditioned for the Payment of 50 l. as therein is mentioned, and for the better securing the Payment thereof, and such other Sums as he should borrow, did assign unto the said J. B. two Annuities of 10 s. each, to him due and payable, during the joint Lives of him and his Father, as also his Right and Interest in and to a Legacy of 600 l. to him left by his Grandfather, as therein is mentioned: And whereas the said H. H. hath since paid, or otherwise secured unto the said J. B. the said Sum of 50 l. principal Money, and all Interest due for the same, he the said H. H. having borrowed no further Sum of Money of the within named J. B. Now therefore know all Men by these Presents, that in Consideration of the said Sum of 50 l. of good and lawful Money of Great Britain, to the said J. B. well and truly paid, or otherwise secured by the said H. H. as aforesaid, in full of all Principal and Interest, due and owing on the within mortgaged Premises, the Receipt whereof is hereby acknowledged, he the said J. B. hath released, surrendered and yielded up, and by these Presents doth release, surrender and yield up unto the said H. H. the within specified Annuities, and all his Estate, Right, Title and Interest therein

H h 2

therein, by Virtue of the within written Demise for ninety-nine Years, or otherwise howsoever, together with the within written Indenture: To have and to hold unto the said *H. H.* and his Assigns, according to his or their Interest and Estate in the same, freed and discharged of and from all Incumbrances by the said *J. B.* or by any other Person or Persons, claiming or to claim by or under him, committed or suffered; and further, the said *J. B.* for the Consideration aforesaid, hath granted, re-assigned and transferred, and by these Presents doth grant, re-assign and transfer unto the said *H. H.* the said Legacy within mentioned, and all Remedies and Advantages given or granted for obtaining the same. *In Witness* whereof, the said *J. B.* hath hereunto set his Hand and Seal, this seventh Day of July, Anno Domini 1731, and in, &c.

A Surrender to be indorsed from Executors of Trust Estates, by Direction of the Person that is the Mortgagee, for whom their Testator was a nominal Trustee.

(11.) **T**O all to whom these Presents shall come, *J. M.* of &c. Esq; *J. D.* of, &c. and *B. P.* of, &c. (which said *J. D.* and *B. P.* are Executors of the Trust Estates of the within named *N. R.*) send Greeting: Whereas the within named *N. R.* was only a nominal Trustee, named in the within written Indenture for the said *J. M.* and the within mentioned Demise, and the Sum of 900*l.* thereon secured, were in Trust for the said *J. M.* as by the Declaration of Trust to the within written Indenture annexed appears: And whereas the principal Sum of 900*l.* due on the within written Mortgage, and all Interest for the same, is paid by the within named *S. Lord H.* to the said *J. M.* Now know ye, that
in

in Consideration thereof, and of the Sum of 55. of lawful Money of *Great Britain* to the said *J. D.* and *B. P.* in Hand paid by the said Lord *H.* they the said *J. D.* and *B. P.* by the Direction of the said *J. M.* testified by his being Party to, and Signing and Sealing these Presents, as also the said *J. M.* have surrendered and yielded up, and by these Presents do surrender, &c. to the within named *S. Lord H.* his Heirs and Assigns, the Messuages or Tenements, Lands and Hereditaments, in and by the within written Indenture granted, to the said *N. R.* and all their Estate, Right, Title, Interest, Term and Terms for Years, Property, Claim and Demand, in and to the same. *In Witness* whereof the said *J. M. J. D.* and *B. P.* have hereunto set their Hands and Seals, this first Day of *July Anno Domini, &c.*

A Surrender of a Mother to her Son, with an Exception of her Jointure, except what is Surrendered.

TO all to whom these Presents shall come, Dame (12.) *E. U.* of, &c. in the County of, &c. Widow of Sir *J. U.* of, &c. aforesaid, Knt. deceased, sendeth Greeting: Know ye, that the said Dame *E. U.* out of the great Love and Affection she hath and beareth unto *S. U.* of, &c. aforesaid, Esq; her eldest Son hath granted, surrendered and yielded up, and by these Presents doth grant, surrender and yield up unto the said *S. U.* and his Heirs, being seised of the immediate Reversion thereof, expectant on the Death of the said Dame *E. U.* to him and his Heirs, all that the Manor and Royalty of, &c. with all Courts, Waifes, Estrays and Preeminences thereunto belonging; and all that the Advowson, Donation, Presentation and Right of Patronage of, in or to the Church or Rectory of, &c. To have and

and to hold the said Manor and Royalty, Advowson and Premisses, unto the said *S. U.* his Heirs and Assigns, to the Use of him, his Heirs and Assigns, for ever always; and it is hereby declared and agreed by and between the Parties to these Presents, that nothing herein contained shall extend, or be construed to extend, to grant, surrender or yield unto the said *S. U.* any the Farms, Lands, Tenements or Hereditaments, limited or settled on the said Dame *E. U.* for her Life, for her Jointure, except the said Manor, Royalty and Advowson hereby surrendered; any Thing herein contained to the Contrary notwithstanding. *In Witness* whereof the said Dame *E. U.* hath, &c.

A Surrender of a Lease.

- (13.) **K** NOW all Men by these Presents, that I the within named *C. H.* for certain valuable Causes and Considerations me thereunto moving, hath given, granted remised, released, surrendered, and altogether for me, my Executors, Administrators and Assigns, for ever quit-claimed unto the within named *W. M.* and *A.* his Wife, all the Estate, Lease, Interest, Claim and Term of Years to come, and Demand whatsoever, that I the said *C. H.* had or have, or which I, my Executors or Administrators, should, might, or of Right ought to have or claim, of, in and to the within mentioned Manors, Lands and Premisses, by Virtue of the within written Indenture of Lease to me demised and granted, with their and every of their Appurtenances, by Force of the same Indenture of Lease, or otherwise howsoever; and I the said *C. H.* do hereby covenant and grant to and with the said *W. M.* and *A.* his Wife, and to and with the Heirs and Assigns of the said *W.* that the said within written Indenture of Lease and all and

singular

singular the Premises hereby demised, at the Sealing and Delivery of these Presents, are and be free and clear of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Assurances, and all other Charges, Trusts and Incumbrances whatsoever, had, made or done by me the said C. H. or by any other Person or Persons by my Means, or under my Right, Title or Interest, before the Sealing and Delivery hereof. *In Witness, &c.*

A Surrender of an Annuity.

THIS Indenture tripartite, made, &c. between (14.)
 B. R. of, &c. Goldsmith of the first Part, N. R.
 of, &c. Esq; of the second Part, and T. H. of, &c. Esq;
 of the third Part: Whereas the said T. H. in Consideration of the Sum of 400 l. to him in Hand paid by the said N. R. and B. R. by Bond or Obligation bearing Date, &c. became bound to the said N. R. and B. R. in the penal Sum of 1000 l. conditioned for the Payment of 90 l. a Year, for seven Years, at two Half-yearly Payments, viz. the twenty-seventh Day of May, and twenty-seventh Day of November; and whereas for the better securing the said Annuity, the said T. H. did levy a Fine to the said B. R. of an annual Rent-Charge of 100 l. a Year, payable to him, and chargeable upon the Manor of H. in the County of C. to the Use of the said B. R. his Executors, Administrators and Assigns, for the Term of ten Years from thence next ensuing, and after the Determination thereof, to the Use of the said T. H. and his Heirs; and whereas the said T. H. in Consideration of the further Sum of 100 l. to him in Hand paid by the said N. R. in and by one other Bond, bearing Date the, &c. became bound to the said N. R. in the penal Sum of 200 l. conditioned for the Payment of 20 l. a Year, for seven Years,

Years, at *Lady-day* and *Michaelmas*; and whereas the said *T. H.* did charge the said Sum of 20 *l.* a Year on the said Term of ten Years, so limited to the said *B. R.* as aforesaid; and whereas the said *T. H.* in Consideration of the further Sum of 200 *l.* to him in Hand paid by the said *N. R.* in and by one other Bond bearing Date, &c. became bound to the said *N. R.* in the penal Sum of 200 *l.* conditioned for the Payment of 40 *l.* a Year, for seven Years, at two Half-yearly Payments, viz. *Michaelmas* and *Lady-day*, which said several Annuities of 90 *l.* a Year, 20 *l.* a Year, and 40 *l.* a Year, amounted to the Sum of 150 *l.* a Year; and whereas the said *B. R.* was only a nominal Trustee for the said *N. R.* and whereas the said *T. H.* hath since purchased in the said respective Annuities of 90 *l.* a Year, 20 *l.* a Year, and 40 *l.* a Year: Now this Indenture witnesseth, that the said *B. R.* by the Direction and Appointment of the said *N. R.* hereby testified under his Hand and Seal, and for divers good Causes and Considerations him moving, hath granted and surrendered, and by these Presents doth grant and surrender unto the said *T. H.* his Executors, Administrators and Assigns, the said annual Rent-Charge of 150 *l.* so chargeable out of the said Manor of *H.* To have and to hold the same, unto the said *T. H.* his Executors, Administrators and Assigns, for all such Estate, Term or Interest, as the said *B. R.* hath or ought to have therein, or the Manor charged with the Payment thereof, by Virtue of the said Fine, or otherwise howsoever, and the said *N. R.* and *B. R.* for themselves severally, and not jointly, and for their several and respective Heirs, Executors, Administrators and Assigns, do covenant, promise and grant to and with the said *T. H.* his Heirs, Executors, Administrators and Assigns, by these Presents, that they the said *N. R.* and *B. R.* have not done, or wittingly suffered to be done, any Act, Matter or Thing, whereby the said annual Rent-charge of 150 *l.* or the said Manor charged with the Payment thereof, or any Part thereof,

thereof, are or may be any way impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever: And lastly, it is hereby covenanted, declared and agreed, by and between the said Parties to these Presents, that the said Fine so had and levied of the said Premises as aforesaid, and all and every other Fine and Fines, Conveyances and Assurances in the Law whatsoever, heretofore had, levied and suffered, or executed, or hereafter to be had, levied, suffered or executed of the said Rent-Charge of 150*l*. shall be adjudged, deemed, construed and taken, and so hereby by all the Parties to these Presents is declared and agreed to be to the only Use of the said T. H. his Heirs and Assigns for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever, or otherwise howsoever. *In Witness, &c.*

Surrenders of Terms to the Heir at Law, the Trusts of the same Terms having been performed.

TO all to whom these Presents shall come, the within (15.)
named Sir J. C. sendeth Greeting: Whereas the within named Sir R. T. and Dame M. his Wife, are both deceased, and the Trust created by the within written Indenture is fully performed: And whereas the Reversion expectant on the within mentioned Term of 200 Years, is come to, and vested in Sir R. T. of W. U. in the County of, &c. only Son and Heir of the said Sir R. T. and Dame M. his Wife: Now know ye, that the said Sir J. C. at the special Instance and Request of the said Sir R. T. the Son, hath released, surrendered and yielded up, and by these Presents the said Sir J. C. doth release, surrender and yield up unto the said Sir R. T. the Son, the several Manors, Messuages, Farms, Lands, Tenements, Boilaries of Salt, Hereditaments and Premises

misses, to him the said Sir J. C. granted and demised for the Term of 200 Years, by the within written Indenture, and all the Estate, Right, Title, and Interest of him the said Sir J. C. therein, by Virtue of the within written Indenture, or otherwise howsoever, together with the said Indenture; To have and to hold the said Manors, Messuages, Farms, Lands, Tenements, Boilaries of Salt, Hereditaments and Premisses, to the said Sir R. T. the Son, his Heirs and Assigns, to the Use of him the said Sir R. T. the Son, his Heirs and Assigns for ever. *In Witness, &c.*

To all to whom these Presents shall come, the within named J. L. sendeth Greeting: Whereas the within named Sir R. T. and Dame M. his Wife, are both dead, and the several Trusts declared and appointed by the within written Indenture, of the therein mentioned Terms of 1000 Years and 1000 Years are fully performed; and whereas the Reversion expectant on the said within mentioned Terms, is come to and vested in Sir R. T. of W. W. in the County of, &c. as only Son and Heir of the within named Sir R. T. and Dame M. his Wife: Now know ye, that the said J. L. at the special Instance and Request of the said Sir R. T. the Son, hath released, surrendered and yielded up, and by these Presents doth release, surrender and yield up unto the said Sir R. T. the Son, the several Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, to him the said J. L. granted and limited for the said Terms of 1000 Years, and 1000 Years, and all his the said J. L.'s Estate, Right, Title and Interest therein, by Virtue of the within written Indenture or otherwise, together with the within written Indenture; To have and to hold the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, to the said Sir R. T. the Son, his Heirs and Assigns, to the Use of him the said Sir R. T. the Son, his Heirs and Assigns for ever. *In Witness, &c.*

Survivorship. Vide Agreement 1.

Taxes

Taxes. Vide *Affidavit* 2.
Trust. Vide *Assignment* 2. *Condition* 2. *Conveyances* 5, 15, 16, 17, 22. *Release* 12, 15.
Trustee. Vide *Assignment* 12. *Condition* 1. *Conveyances* 1, 2, 3, 14, 19, 20, 22. *Deed* 10.

Use. Vide *Conveyances* 21, 22. *Deed* 3. *Grant* 1.

U S E S.

The Uses in a Settlement of the intended Wife's Estates.

THIS Indenture, &c. *R. G.* (the Trustee,) first (1.) Part, *M. S.* (*Cestuy que Trust*,) second Part, *W. D.* and *P. C.* of *F.* (new Trustees,) of the third Part, and *T. E.* of, &c. (the intended Husband,) of the fourth Part. *Recite Indentures of Lease and Release.*

[*Real and Personal Estate, two Grants.*]

To the said *W. D.* and *P. C.* their Heirs and Assigns *Freehold*, for ever, to and for the several Uses, Trusts, Intents and Purposes, and with and under the several Limitations, Powers and Authorities, and Agreements herein after by these Presents declared, mentioned and expressed,
 I i 2 that

that is to say, to the Use of the said *M. S.* and her Heirs, until the said intended Marriage shall take Effect; and from and after the Solemnization of the said intended Marriage, then to the Use of the said *T. E.* for and during the Term of his natural Life; and from and after his Decease, to the Use of the said *M. S.* for her Life; and from and after the Determination of the said Estates of the said *T. E.* and *M. S.* then to the Use of the said *W. D.* and *P. C.* and their Heirs, during the Lives of the said *T. E.* and *M. S.* and the Life of the longest Liver of them, upon Trust, and to the Intent to support and preserve the contingent Uses and Estates herein after limited, from being defeated or destroyed; and for that Purpose to make Entries and bring Actions, as the Case shall require; but nevertheless to permit and suffer the said *T. E.* and *M. S.* and the Survivor of them, to receive and take the Rents, Issues and Profits of the said Premises, to and for his, her and their own Use and Benefit; and after the Decease of the said *T. E.* and *M. S.* and the Decease of the longer Liver of them, then to the Use and Behoof of such Child and Children of the Body of the said *M. S.* to be begotten by the said *T. E.* and for such Estate and Estates as the said *T. E.* and *M. S.* or the Survivor of them, shall by any Deed or Writing, or by his or her Last Will and Testament in Writing, executed in the Presence of three or more credible Witnesses, direct and appoint; and for want of such Direction and Appointment, to the Use and Behoof of all such Children, and the Heirs of their respective Bodies lawfully to be begotten, as Tenants in Common, and not as Joint-Tenants; and in case there shall be but one such Child of the Body of the said *M. S.* by the said *T. E.* to be begotten; then to the Use and Behoof of the Heirs of the Body of such only Child lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, as the said *T. E.* and *M. S.* and the

Sur-

Survivor of them, by any Deed or Writing, or by his, her, or their Last Will and Testament in Writing, to be executed in the Presence of three or more credible Witnesses, shall direct or appoint; and for Want of such Direction or Appointment, then to the Use and Be-
hoof of the Heirs and Assigns of the Survivor of them the said T. E. and M. S. and their Heirs for ever; and to and for no other Use, Intent or Purpose whatsoever :
And this Indenture further witnesseth, that as well for the Consideration aforesaid, as also in Consideration of the Sum of 5 s. of, &c. to the said M. S. in Hand paid by the said W. D. and P. C. the Receipt, &c. the the said M. S. hath granted, assigned and set over, and by these Presents doth grant, assign and set over unto the said W. D. and P. C. their Executors, Administrators and Assigns, the said Sum of 30 l. *per Annum*, during so many Years of the said Term or Lease, granted to the said E. P. as aforesaid, as is now to come and unexpired; and all the Estate, Right, Title and Interest, of her the said M. S. of, in and to the same, and every Part and Parcel thereof; To have and to hold, receive, take and enjoy the said Sum of 30 l. *per Annum*, during so many Years of the said Term or Lease, granted to the said E. P. as aforesaid, as is now to come and unexpired, to the said W. D. and P. C. their Executors, Administrators and Assigns; in Trust nevertheless, to and for the several Uses, Trusts, Intents and Purposes herein after mentioned, expressed and declared, (that is to say,) in Trust, that the said W. D. and P. C. and the Survivor of them, and the Executors and Administrators of such Survivor, shall pay the said 30 l. *per Annum*, mentioned, or intended to be hereby granted and assigned, as aforesaid, to the said M. S. her Executors, Administrators and Assigns, until the said intended Marriage shall take Effect; and from and after the Solemnization of the said intended Marriage, then that the said W. D. and P. C. and the Survivor of them, and the Executors and Administrators of such Survivor, shall

shall pay the said 30*l.* *per Annum*, yearly and every Year, to the said *T. E.* for and during the Term of his natural Life, and from and after his Decease, to the said *M. S.* for and during the Term of her natural Life, if the said Term granted to the said *E. P.* shall so long continue; and from and after the Decease of the said *T. E.* and *M. S.* and the Survivor of them, that they the said *W. D.* and *P. C.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall stand and be possessed thereof, and of every Part and Parcel thereof, in Trust to and for the Benefit of such Child and Children of the Body of the said *M. S.* to be begotten by the said *T. E.* as they the said *T. E.* and *M. S.* and the Survivor of them, shall by any Deed or Writing, or by his or her Last Will and Testament in Writing, executed in the Presence of three or more credible Witnesses, direct and appoint; and for Want of such Direction and Appointment, to be equally divided among all such Children, Share and Share alike; and in Case there shall be but one only Child of the Body of the said *M. S.* by the said *T. E.* to be begotten, then in Trust for such one only Child; and in Case there shall be no Child of the Body of the said *M. S.* by the said *T. E.* to be begotten, living at her Death, in Trust that they the said *W. D.* and *P. C.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall stand possessed of the said hereby assigned Premises, for and during so many Years of the said Lease or Term granted to the said *E. P.* as aforesaid, as is now to come and unexpired thereof, in Trust for such Person and Persons, their Executors, Administrators and Assigns, as by the said *T. E.* and *M. S.* and the Survivor of them, by any Deed or Writing, or by her Last Will and Testament in Writing, by him, her or them executed, in the Presence of three or more credible Witnesses, shall direct or appoint; and for Want of such Direction or Appointment, in Trust that the said *W. D.* and

Warrant.

and P. C. and the Survivor of them, and the Executors and Administrators of such Survivor, shall pay, apply and dispose of the said Sum of 30 l. hereby assigned, during so many Years of the said Term or Lease, granted to the said E. R. as aforesaid, as shall be then to come and unexpired; in Trust for the Executors or Administrators of the Survivor of them the said T. E. and M. S. and to and for none other Use, Intent or Purpose whatsoever; and the said R. G. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said W. D. and P. C. their Heirs, Executors and Administrators, that they the said R. G. &c. have not at any Time heretofore done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby the said Premises hereby granted and assigned, is, are, shall or may be incumbered, charged or impeached, in Title, Charge, Estate, or otherwise howsoever. *In Witness, &c.*

WARRANT.

A Warrant of Attorney, to confess a Judgment in Ejectment.

To Mr. A. B. C. D. and E. F. &c.

THESE are to desire and authorise you, the Attornies above named, or either of you, or any other Attorney of the Court of King's Bench, at Westminster aforesaid, to appear for me J. H. of, &c. in the said Court, as of this present Michaelmas Term, or any other subsequent Term, and then and there to receive

*Note; if
the Lands
lie in a
County Pa-
latine,
Judgment
must be en-
tered up in
the Exche-
quer, or else
not good.*

receive a Declaration or Declarations for me, in an Action of Trespass in Ejectment, at the Suit of, &c. [here name the casual Ejector,] for twenty Messuages, two Hundred Acres of Pasture, &c. with the Appurtenances, in the Parish of, &c. in the County of, &c. which J. K. of, &c. Esq; [that is, the Mortgagee,] the first Day of this Instant, at, &c. [here name the Parish and Place where the Lands lie,] aforesaid, did demise to the said, &c. [casual Ejector,] and his Assigns; To hold from the twenty-fifth of March last past, before the Date hereof, for the Term of seven Years from thence next ensuing, fully to be compleat and ended; and thereupon to confess a Judgment in the said Action for the said Messuages, Lands and Premises, with their Appurtenances, or else to suffer the same to pass by *Non sum informatus*, or otherwise, against me in the same Action, and to be thereupon forthwith entred up against me of Record, and for your so doing, &c.

Warranty. Vide Conveyances 3, 4, 6, 10, 13.

W I L L

A Will.

- (1.) **I**N the Name of God, *Amen*. This is the Last Will and Testament of me T. &c. of, &c. as follows: Whereas my dear and loving Wife did, by good and sufficient Conveyances and Assurances, grant and assure to others, in Trust for me and my Heirs, all such Lands, Tenements and Hereditaments, as came and descended

descended to her from P. &c. her late Father : Now I
 do hereby devise to my said Wife, all the Lands and
 Estate, for and during the Term of her natural Life,
 and after her Decease, I charge the Premises with, &c.
 a-piece, to my youngest Son and my two Daughters, and
 such Child as my Wife is now *enseint* with, to be paid
 them respectively, at their respective Ages of twenty-
 one Years, or Day or Days of Marriage, which shall
 first happen, with Interest from their Mother's Death,
 till Payment, and charged and chargeable therewith. I
 give and devise the same Lands and Premises to my
 Eldest Son and Heir apparent, for and during the Term
 of his natural Life, without Impeachment of Waste,
 Remainder to Sir G. &c. and T. &c. Esq; to preserve
 contingent Remainders, Remainder to the first and other
 Sons of my said Eldest Son in Tail Male successively;
 and for Want of such Issue, to my youngest Son for his
 Life, without Impeachment of Waste, Remainder to
 Sir G. &c. and T. &c. to preserve contingent Remain-
 ders, Remainder to the first and other Sons of my said
 youngest Son, in Tail Male successively; and for Want
 of such Issue, to such Son as my Wife is *enseint* with,
 for Life, Remainder to the said Sir G. &c. and T. and
 to preserve contingent Remainders, Remainder to the
 first and other Sons of such Son as my Wife is *enseint*
 with, in Tail Male successively. I give and devise such
 Part of my said Estate as lies in F. to my eldest Daugh-
 ter, for and during the Term of her natural Life, with-
 out Impeachment of Waste, Remainder to the said Sir
 G. &c. and T. &c. to preserve contingent Remainders,
 Remainder to the first and other Sons of my said eldest
 Daughter, in Tail Male successively. *Item*, I give to my
 youngest Daughter, in Case there be a Failure of Issue
 Male of my eldest and youngest Sons, as aforesaid, all
 my Estate in M. to hold to her, for and during the Term
 of her natural Life, without Impeachment of Waste,
 Remainder to the said Trustees, to preserve contingent
 Remainders, Remainder to her first and other Sons in

Tail Male successively; and for Want of such Issue Male of my said Daughters, or if all the Issue Male of my said Daughters shall die without Issue Male before they attain the Age of twenty-one Years; then I give and devise all the said Estates in, *Berkshire* and *Hampshire*, to *H. &c.* for, &c. Life, Remainder to the said *G. &c.* and *T. &c.* to preserve contingent Remainders, Remainder to the first and other Sons of, &c. in Tail Male successively. *Item*, I do hereby empower my first and second Sons, and my posthumous Son, as they shall respectively come into the actual Possession of the Premises hereby to them devised, to make Jointures to such Women, as they shall respectively marry, proportionable to the Fortunes such Women shall bring; and as to, &c.

A Will, whereby Freehold, Copyhold and Leasehold are devised.

IN the Name of God, *Amen.* I, &c. I give and devise unto *A. G.* of, &c. all that my Freehold Messuage or Tenement, Garden and Orchard thereunto belonging, commonly called or known, &c. with the Appurtenances, situate, lying and being in the Parish of, &c. abutting, &c. and now in the Tenure or Occupation of, &c. Undertenants or Assigns; and the Reversion and Reversions, Remainder and Remainders thereof, and all Arrears of Rent that shall be by any Person or Persons, due for the same, at the Time of my Decease; To have and to hold the said Messuage, &c. with the Appurtenances herein before given and devised, and every Part and Parcel thereof, unto my said Heir Male *A. G.* from the Day of the Death, or Departure of this mortal Life, of me the said *H. T.* the Testator, to the only

only and absolute Use and Behoof of her the said *A. G.* her Heirs and Assigns for ever. *Item*, I give, devise and bequeath unto my said Honoured Mother *A. G.* and to her Heirs and Assigns for ever, all those, &c. in the Tenure, &c. and also all that, &c. situate, &c. containing 750 Acres, or thereabouts, together with all Messuages thereupon, or upon any Part thereof, erected and built, now in the Tenure, &c. of, &c. all which Premises are Copyhold Lands, and are holden of the Manor of *W.* and were by me lately surrendred to the Lord of the Manor, into the Hands of his Steward, to such Uses, Intents and Purposes, as I should by any Deed, or by my last Will and Testament in Writing, direct, limit, and appoint, as by Copy of the Court-Roll of the said Manor, dated the seventh day of *July*, *Anno Domini*, &c. doth appear; and the Reversion and Reversions thereof, and all the Rents and Arrears of Rents thereof, and of every Part thereof, which shall be due by any Person or Persons at the Time of my Decease; To have and to hold the said two Parcels of Copyhold Lands, Messuages or Tenements and Premises, with the Appurtenances herein before given and devised, and every Part and Parcel thereof, unto my said Mother *A. G.* her Heirs and Assigns for ever, under the Rents and Services to be therefore due, and of Right accustomed. *Item*, I give and bequeath unto my said Honoured Mother *A. G.* all those my Leasehold Messuages, Lands, Garden Ground and Tenements, situate, &c. which I hold by Indenture of Lease granted by *A. B.* bearing Date, &c. for the Term of 21 Years, under the yearly Rent of, &c. together with the said recited Indenture of Lease, and all Deeds, Counterparts of Leases and Writings thereunto belonging; and the Rents, Issues and Profits thereof, and of every Part thereof; and all Arrears thereof, at the Time of my Decease; To have and to hold the said Messuages, Lands, Garden Ground and Tenements, and all other the Premises, with the Appurtenances, unto my Honoured Mother *A. G.* her

Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder, that shall be to come and unexpired at the Time of my Death, of the said Term of Years by the said Lease granted, under the Rent and Covenants therein reserved and contained; and all the Rest, Residue and Remainder of my Goods, Chattels, Ready Money, Substance and Estate, of what Nature or kind the same be, after my Debts and Funeral Expences are thereout first paid and discharged, I give and bequeath unto my said, &c.

A Will Pursuant to a Power reserved by Deed to a Wife.

IN the Name of God, Amen. I E. T. Widow and Relict of T. T. late of L. Esq; deceased, [after recommending the Soul, &c. and committing the Body, &c.] I do hereby constitute and appoint R. B. of, &c. sole Executor of this my Will: And whereas by Indenture bearing Date, &c. and made between me the said E. T. and J. T. Son of my late Husband, of the one Part, and W. M. and M. P. [by their Additions therein mentioned] of the other Part, certain Messuages, &c. with the Appurtenances therein particularly mentioned, situate, &c. were assigned and set over unto the said W. M. and M. P. their Executors, Administrators and Assigns, from thenceforth, for and during all such Estate, Term and Number of Years, as I the said E. T. and J. T. or either of us, had to come in the Premises, upon Trust (among others) that the said W. M. and M. P. and the Survivor of them, and the Executors and Administrators of such Survivor, should after my Decease, by, with and out of the Rents, Issues and Profits of the said Premises, levy and raise all and every such Sum and Sums of Money, not exceeding in the Whole, the Sum of,

of, &c. and pay and dispose thereof, unto such Person or Persons, and to and for such Uses, Trusts, Intents and Purposes, and in such Sort, Manner and Form, as by any Writing to be by me signed and sealed, or by my Last Will and Testament in Writing, signed and sealed in the Presence of three or more credible Witnesses, should limit and appoint. Now I the said E. T. according to, and in Pursuance of the Power given and reserved to me in and by the said Indenture, and by Virtue thereof, and of all and every such other Power and Authority which to me doth, or may in any wise appertain in that Behalf, do by this my Last Will and Testament direct and appoint that the said W. M. and M. P. or the Survivor of them, his Executors or Administrators, shall and do, so soon as may be, after my Decease, by, with and out of the Rents, Issues and Profits of the said Premises so to them in and by the said Indenture assigned, levy and raise the full Sum of, &c. and pay the same unto my said Executor, for the better enabling him to pay and discharge my Debts, Funeral Charges, and the Legacies by me herein after bequeathed. *Item, &c. In Witness, &c.*

Part of a Feme Covert's Will of a Copyhold Estate.

IN the Name of God, *Amen.* I M. S. Wife of Mr. J. S. of, &c. in the County of B. by Virtue of the Power to me reserved in the Settlement made previous to my Marriage with the said J. S. my now Husband, and of all other Powers me enabling in this Behalf, and as fully as I may or can by Law or Equity, do make this my Last Will and Testament in Writing, Directing and Appointing under my Hand and Seal, attested by three credible Persons whose Names are under written, as Witnesses hereunto, in Manner and Form following: And whereas I have surrendered my Messuages and Copyhold

hold Lands, Tenements and Hereditaments, at *A* in the County of *B*. to the Use of my Last Will and Testament: Now I hereby give and devise my said Manors, Lands and Copyhold Premisses, with their Appurtenances, to my dear Husband *J. S.* during the Term of his natural Life; and after his Decease, I give the said Copyhold Premisses to my eldest Son *R. W.* for, &c. of his natural Life; and after his Decease, to my youngest Son *J. W.* his Heirs and Assigns for ever; and, &c. and I hereby revoke all former Wills; and of this my Last Will and Testament, (which I desire may have its due Force and Effect, either as a Will, Direction or Appointment, or any other Way, so as to fulfil my Intention,) and I do appoint my dear Husband sole Executor, &c. *Witness* my Hand and Seal, this tenth Day of November, &c.

*Signed, Sealed, Published,
Declared and Executed
in the Presence of*

*A Will whereby Lands are intailed on Daughters, viz.
one Moiety to one Daughter, &c. and the other Moiety to the other Daughter, &c.*

IN the Name of God, *Amen*, I *R. S.* of, &c. Esq; do make, &c. *Item*, I devise to my Daughter *M. S.* one Moiety, or Half Part of all my Manors, Messuages, Lands, Tenements and Hereditaments, with the Rights, &c. whatsoever, in the Kingdom of *Great Britain*, to hold to her and the Heirs of her Body lawfully begotten; and for Want of such Issue, I devise the same Manors and Premisses, with, &c. unto my Daughter *F.* and the Heirs of her Body; and for want of such Issue, to my Nephew the Right Honourable *J. Lord A.* and the

the Heirs of his Body; and for want of such Issue, to *F. A.* his Brother, and the Heirs of his Body; and for want of such Issue, to my own right Heirs for ever. *Item*, I do hereby devise the other Moiety of all my Manors, Messuages, Lands, Tenements and Hereditaments, with, &c. in the Kingdom of *Great Britain*, to my said Daughter *F.* and the Heirs of her Body; and for want of such Issue, to my said Daughter *M.* and the Heirs of her Body; and for want of such Issue, to the said *J. Lord A.* &c. and for want of such Issue, to my own right Heirs for ever; and I hereby constitute *J. J.* and *F.* Executors of this my Last Will and Testament, in Trust nevertheless for my said Daughters, &c.

Part of a Will.

AND I Will and Declare, that the Provision I have (2.) herein before made for my Daughter *A.* shall be in full Recompence and Satisfaction of all such Monies as were left in my Hands, pursuant to Articles made before her Marriage to be paid to her, in case she shall survive her present Husband, which Monies I have, with her Consent, lent to her said Husband; and if my Daughter *A.* shall demand the said Money, or any Part thereof from my Executor, or molest my Executor on that Account, before the said Money should be repaid to me or my Executor; I Will the said Annuities of 30*l.* 50*l.* and 60*l.* shall cease as to my said Daughter, and shall from thenceforth be retained by my Executor to his own Use.

A Nun

A Nuncupative Will.

- (3.) **M**emorandum, That on or about the first Day of *July* in the Year of our Lord God, &c. *M. F.* of, &c. Spinster, being sick of the Sickneſs whereof ſhe died, on or about the tenth Day of *July* following did, [*here name the Place,*] where ſhe had been for her Health above two Months before, make and declare her Laſt Will and Teſtament nuncupative, in theſe or the like Words following: I give unto, [*here name the Legacies and Bequeſts,*] the Reſidue of my Eſtate, &c. I give unto, &c. and make her my Executrix. Theſe Words, or the like in Effect, the ſaid Deceas'd declared in the Preſence of the Witneſſes, whoſe Names are hereunto ſubſcribed, with an Intention that the ſame ſhould ſtand for and be her Laſt Will and Teſtament, and bid the Witneſſes, or ſome of them bear Witneſs thereunto.

A Codicil to a Will confirming the ſame, other than what is expreſſly altered thereby.

- (4.) **B**E it known to all Perſons, that whereas I *A. B.* of, &c. have made my Laſt Will and Teſtament in Writing: Now I do in all Things by this preſent Codicil confirm the ſame, other than what I hereby diſpoſe of; and whereas, &c. now my Will is, That the Truſtees and Executors in my ſaid Will named, do. &c. And my Will is, That this Codicil or Schedule be, and be adjudged, deemed and taken to be Parcel of my ſaid Laſt Will, and to be of full Force and Effect, by the Right of a Codicil, or any other Right that may be; and I require my Truſtees and Executors to ſee the ſame performed, according to my true Intent and Meaning

ing, as fully, amply and beneficially, as if the same had been set down, declared and expressed in my said Last Will and Testament. *In Witness* whereof, I have to this present Codicil set my Hand and Seal, this first Day of June Anno Domini 1733.

Signed, Sealed, Published
and declared in the
Presence of

A Codicil.

BE it known, That whereas *J. C. of, &c. Doctor in (5.)*
Physic, have made my Last Will and Testament in Writing, bearing Date on or about the eighth Day of July last past, and thereby have given to my eldest Daughter *M. C.* the Farm and Lands at *N. S.* purchased of Sir *H. P. Knt.* and several Legacies to other Persons, and the *Residuum* of my Real and Personal Estate, other than what I have thereby devised, I have thereby given to my said eldest Daughter *M. C.* and her Sisters, *A. M.* and *C. C.* and made my said three Daughters my Executors, as by the said Will may appear; And whereas my said Daughters *A. M.* and *C. C.* as Co-heirs to their Mother my second Wife, will at my Death be intitled to several Lands, Tenements and Hereditaments in *A.* in the County of *S.* of good Value; And whereas I am intitled to the Sum of 5250*l.* Part of 10500 *l.* mentioned in my Will and secured by Mortgage on the Estate of *T. C. of H.* in the County of *N. Esq;* Now I devise to my said eldest Daughter *M. C.* the Sum of 2000 *l.* Part of the said Sum of 5250 *l.* and direct the remaining 2250 *l.* to be equally divided between my said three Daughters, *M. A. M.* and *C. C.* Share and Share alike; and I hereby confirm my said Will in all other Things not hereby altered:

tered : And my Will is, that this Codicil be and be adjudged and taken to be Parcel of my said Last Will and Testament, and to be of the Force by the Right of a Codicil, or any other Right, in the best Manner that may be ; and I require my Executrixes to see the same performed according to my Intentions. *Witness* my Hand and Seal, this tenth Day of July 1722.

*Sealed and Delivered in
the Presence of*

An Attestation of a Will.

(6.) **S**IGNED, Sealed, Published and Declared by the said *A. B.* the Testator, as and for his Last Will and Testament, in the Presence of us, who in his Presence have subscribed our Names as Witnesses hereunto.



AN



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